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Chapter 1

INTRODUCTION

PURPOSE

This guide was written to provide the Designer with step-by-step guidance on utility coordination during the development of a highway improvement project.

This guide does not address coordination with railroads. The Designer is directed to the District Railroads Coordinator for information regarding railroad coordination.

REASONS FOR REQUIRING UTILITY COORDINATION

The 1979 Edition of the Random House Dictionary of the English Language defines **transportation** as "the business of conveying people, goods, etc." We in the Wisconsin Department of Transportation are charged with providing an efficient, safe, and economical transportation system for the people and goods in the state of Wisconsin. The funding for our work comes largely from State and Federal taxes, which are paid by the general public.

A utility company's primary source of revenue is the rates paid by the consumers, which are, in effect, the general public. In order to reduce the total cost to the general public, the Designer must plan the proposed work so that the cost of relocating utility facilities, and the cost of the highway project are minimized. This provides a facility with the lowest overall transportation cost.

State Statutes 86.16 ([Figure 1-9](#)) and 182.017 ([Figure 1-10](#)) give utilities the right to occupy highway right of way, subject to the Utility Accommodation Policy and the permitting process.

State Statute 182.0175 ([Figure 1-1](#)) requires the Designer to prepare plans that will avoid, as much as possible, any interference with utility transmission facilities. Accordingly, the Designer is expected to avoid utilities when feasible by making suitable adjustments to the horizontal alignment and the vertical profile early in the design process.

To designers involved with highway and bridge improvement projects, utility coordination may seem like a minor task. However, since practically all of our improvement projects have some involvement with utilities, utility coordination is a very important part of the design process. Poor coordination can result in lettings being delayed by up to one year, or in missed completion deadlines caused by delays encountered during construction operations.

Bridge and highway construction inevitably causes an inconvenience for people living near the construction site. We should always strive to keep this inconvenience to a minimum. Utility conflicts that were not detected during the design process can unnecessarily prolong this inconvenience.

Utility companies have to program budgets, order materials, and schedule work activities like any other company. This all takes time and planning. Emergency repairs also affect utility company schedules. Severe storms, natural disasters, equipment failures, and facilities damaged by careless contractors, can all disrupt work schedules, and delay

planned utility relocations.

Utilities must also look at relocations from a systems point of view. For example, the relocation of a one-mile segment of a transmission line for a highway project may result in a five-mile replacement project for the utility.

Utilities do keep stockpiles of some materials for repairs. However, in an effort to keep down overhead costs in this age of "just-in-time" deliveries, most materials are not stockpiled. Many materials have to be ordered six months to a year in advance of the delivery date.

Good utility coordination minimizes the impact on utilities, provides sufficient time for the utilities to plan their work, and eliminates conflicts during construction.

[Figure 1-11](#) is the state statute regarding the acquisition of lands and interests. This statute comes into play when discussing the reimbursement of utility relocation costs. This is discussed further in Chapters 9, 11 and 17. The statute is included in this chapter in an effort to have all utility related statutes in one place.

UTILITY COORDINATION MEETINGS

One of the most important and effective tools for utility coordination on a highway improvement project is the utility coordination meeting. This is a meeting dedicated to discussing the highway improvement project and its impact on utility facilities. All of the utilities with facilities on the project are invited to the meeting. Typically, the meeting would start out with a project overview given by the project designer. This is followed by comments regarding any environmentally sensitive areas, the status of real estate acquisitions (if appropriate), any concerns regarding erosion control, and the project timeline that affects utility companies (when will additional materials be sent to them; when do work plans, agreements, etc. have to be submitted; proposed letting date; start of construction).

After the information has been presented to the utility companies have them comment on how the project will affect them. Early in the design process it may be difficult for them to answer where they have potential conflicts or what they will do, but they can tell you if they have facilities that are difficult or extremely expensive to move. It may be best to design the project to avoid conflict with these types of facilities. Remember s. 182.0175(2)(a) requires the designer "*to avoid to the extent possible interference with*" utility facilities. It is more efficient to make the decision to avoid utility facilities early in the design process rather than later.

When a utility coordination meeting is held later in the design process after the utility companies have had time to study the plans and develop their relocation plans the meeting can be used to coordinate the plans of the various companies involved. Joint trenching or joint pole occupation may save time and money for several companies. Also, hearing the plans of one utility may affect the proposed location of another company. For example gas may locate on one side of the roadway and water may decide to locate on the other side to minimize the potential conflicts between them and to meet industry clearance standards.

The number of utility coordination meetings you should have for a project depends on the type of project and the complexity of the utility conflicts. For a **fairly straightforward**

project with little excavation required, one coordination meeting may be sufficient. For **most urban projects, or on projects with a fair amount of excavation**, at least two coordination meetings are recommended. One meeting should be held early in design, possibly in conjunction with the Operational Planning Meeting, and the other meeting should be held later in the design process, after the utility companies have had time to study the highway plans and prepare their relocation plans. The latter meeting should be held prior to writing the special provisions. For **complex projects or on projects with multiple lettings** several utility coordination meetings should be held. On these types of projects good communication is critical to the success of the project. Meetings at various stages of project development can be very helpful in keeping the project on track and minimizing delays during construction.

On projects with environmentally sensitive areas, or erosion susceptible soils it is a good idea to invite the DNR Regional DOT Liaison to the meeting. The DNR can then present their expectations and answer questions regarding environmental regulations or requirements.

CHAPTER TRANS 220 - UTILITY FACILITIES RELOCATION

General

Chapter TRANS 220 ([Figure 1-3](#)) is the administrative rule which implements State Statute 84.063 Utility Facilities Relocation ([Figure 1-2](#)) TRANS 220 sets the framework for the utility coordination that must occur during the design process.

TRANS 220 applies to all state trunk highway improvement projects that have utility facilities on them and are let to contract. See [Figure 1-7](#) for additional discussion. [Figure 1-18](#) gives the legal definition of “highway improvement” as stated in the statutes. Refer to this if you think that TRANS 220 may not apply to the type of work involved on your project. TRANS 220 does apply to signal projects, as noted in a memo from 1994, which is reproduced in [Figure 1-21](#).

The objective of the law and rule is to prevent delays to the highway contractor caused by utility relocation activities. It prescribes the method by which the Department of Transportation (DOT) or its agent will notify utility companies of proposed highway improvements as well as the method by which utility companies will advise the DOT of facilities located in the area of the improvement project. After the DOT furnishes its improvement plans to the utility companies, the utility companies develop work plans for altering or relocating their facilities and send copies of the plan to the DOT. The DOT reviews and approves the work plan for utility facility relocation or alteration. Thus, a defined process and schedule is established to deal with utility conflicts and arrange for their resolution.

If the Designer follows the suggestions in this Guide, he or she will be in compliance with the administrative rule and the law. The complete text of State Statute 84.063 and Chapter TRANS 220 are included as Figure 1-2 and Figure 1-3 at the end of this chapter. The Designer may refer to them should there be any questions regarding the actual language of the law or the administrative rule. A simplified flow chart of the TRANS 220 process is shown in [Figure 1-6](#).

[Figure 1-12](#) is a TRANS 220 Log that can be used to track the dates of the various activities in the TRANS 220 process.

Timeline

TRANS 220 imposes specific timeframes for various activities in the utility coordination process. Early in the design process the utilities must be notified of a proposed highway improvement. The utility then has 60 days to send information regarding their facilities in the project area. This usually is done by providing the designer with system maps showing the approximate location of utility facilities.

After the designer receives the system maps from the utility, several months or years go by as the designer works on the highway plans. The next TRANS 220 step is to send completed plans to the utilities for them to use for determining conflicts and designing utility relocation plans. The utility has 60, 90, 120 or 150 days, depending on the type of project, to review the plans and develop a work plan.

WisDOT has changed the nomenclature used to identify different project types since TRANS 220 was written. The following timeframes are to be used:

Resurfacing	60 days
Pavement Replacement	90 days
Reconditioning	120 days
Reconstruction	120 days
Expansion	120 days
Major Project	120 days

An additional 30 days will be added if coordination is required with other utility facility owners, or if the work is compensable. See Trans. 220.05(4) in [Figure 1-3](#). NOTE: All days are calendar days.

The designer then reviews the work plans and either accepts or rejects the work plan. If the work plan is rejected, the utility has 30 days to redo the plan and resubmit it.

After the utility work plan is approved and returned to the utility, the utility may proceed with its work plan by obtaining the necessary permits, ordering materials, purchasing easements and scheduling work crews. **It is important to note that approving a work plan does not remove the requirement to obtain a utility permit from the WisDOT District.** A utility permit, Form DT1553 “Application/Permit To Construct And Operate Utility Facilities On Highway Right-Of-Way” is still needed. See the “Utility Accommodation Policy”, which is also Chapter 96 of the [State Highway Maintenance Manual](#) to obtain more information on permit requirements.

Utility companies must be notified of any changes made to the highway plans that were sent to them. The changes must be highlighted so that they can tell what changes were made. The utility company then has 60 days to redesign their relocation plan if necessary. **TRANS 220 requires WisDOT to pay for any re-work that is caused by the changes.** Therefore it is important that the plans sent to utility companies be as complete as possible.

Proposed Highway Improvement Notice, Form DT1077

The “Proposed Highway Improvement Notice”, Form DT1077, is used to notify utility companies of upcoming highway projects. This would be the first correspondence sent to the utility regarding a project, and is the first step of the TRANS 220 coordination process.

A blank copy of Form DT1077 is shown in [Figure 1-4](#). This form is available as a MS-Word document or can be obtained by calling the District Utility Coordinator.

A sample filled-out Form DT1077 can be found in Figure 3-2. Additional information regarding form DT1077 and its cover letter can be found in Chapter 3, [Utility Identification & Notification](#).

Project Plan Transmittal, Form DT1078

The “Project Plan Transmittal”, Form DT1078, is used to send completed plans to the utility companies. The plans don’t have to be the PS&E submittal, but they do have to be complete enough that the utility has enough information to determine any conflicts with their facilities and to design their relocation plan. **The designer must, by law, inform the utility of any changes to the plans** that may have an impact on the existing or proposed utility facility. **WisDOT must pay for any changes that affect work the utility has already done in preparation for the highway project.** It is important that the plans sent to the utility companies are as complete as possible and that any changes to the plans be made with consideration of the impact on utility facilities.

A blank copy of Form DT1078 is shown in [Figure 1-5](#). This form is available as a MS-Word document and can be obtained by calling the District Utility Coordinator, or Form DT1078. A sample filled out Form DT1078 can be found in Figure 10-2. Additional information regarding form DT1078 and its cover letter can be found in [Chapter 10](#), Sending Plans To Utilities.

Utility Work Plans

TRANS 220 requires a utility to provide WisDOT with a plan for how they will accomplish the relocation of their facilities that are in conflict with a proposed highway plan. The work plan must include a schedule, narrative description of what work will be done, whether the work will be done prior to highway construction or concurrent, any coordination required with other companies or contractors, and any necessary approvals required.

The designer must review the work plan to ensure compatibility with permit requirements, highway improvement plans and construction schedule, and the reasonableness of the relocation scheme. If the work plan is not reasonable or compatible, the utility must be notified and given 30 days to revise the plan. [Figure 1-13](#) is an example of a work plan denial letter.

In addition to the **designer**, it is recommended that the **environmental unit** look at the work plan to determine if any “sensitive” areas might be affected, the **real estate section** should be made aware of any acquisitions that must take place prior to the scheduled utility relocations, and the **utility permit coordinator** should review the work plan to make sure that it complies with the “Utility Accommodation Policy”. It is a good idea to have the District Erosion Control Specialist take a look at any work plans that go through environmentally sensitive areas or require extensive erosion control measures.

Once the appropriate people have reviewed the utility work plan, a work plan approval letter must be sent to the utility company. The District Utility Coordinator or the consultant must send this letter to the utility so that the utility knows it can proceed to order materials and to schedule the work. Trans. 233.05(7) requires that ***“When the work plan is compatible and reasonable, the department shall advise the owner by mail of its approval.”***

[Figures 1-14](#) and [1-15](#) are example work plan approval letters.

The information in the work plan can be used to write the appropriate section of the “Utility” portion of the Special Provisions.

A suggested form to send to utilities along with the Project Plan Transmittal, Form DT1078, is shown in [Figure 10-3](#), “Utility Worksheet” Form. This is not an official form, and it is not required. It is merely provided to assist the utility company in providing the required information.

Sometimes a utility may miss the work plan due date. It is extremely important to obtain a work plan from each utility company, or a letter from the utility company stating that they have no conflicts. The designer should make every effort to prod the utility company to provide a work plan. Follow-up phone calls or letters may be necessary to obtain the work plan. [Figure 1-16](#) and [Figure 1-20](#) are examples of letters for requesting a work plan after the utility has missed the due date. Figure 1-20 is a stronger more formal version of the letter and is actually titled “Trans. 220 Non-compliance Notice”. In some cases, this version may be more appropriate to get the attention of the utility.

If a utility should fail to follow their work plan they would be in violation of Trans. 220. Once this is discovered the utility should be contacted to try to bring them into compliance with their work plan as soon as possible. If the work is to be done prior to construction there may still be time to accomplish that, if the violation is discovered soon enough. The goal of the project manager and the utility coordinator is to avoid utility-related construction delays.

Any efforts aimed at achieving this goal are deemed to be worthwhile. Phone calls and letters to the utility company will hopefully lead to the work getting done as quickly as possible with little or no delay to the highway contractor. [Figure 1-17](#) is a sample Trans. 220 violation notice.

Project Utility Coordination Meetings

At any time during the design process the designer can call a utility coordination meeting. Attendance at these meetings is mandatory according to TRANS 220. This fact should be mentioned in the letter announcing the meeting. The purpose of the utility coordination meetings is to share information regarding the relocation of utility facilities.

Often companies can work together to be more efficient and to save construction costs. It also provides an opportunity for the designer to explain the timing and construction details of the proposed highway improvement project.

Designers can call for the meeting for their own reasons, or at the request of a utility company. TRANS 220 requires that the designer hold a utility coordination meeting if one of the utilities involved requests such a meeting.

See “Utility Coordination Meetings” in this chapter for additional discussion on utility coordination meetings.

Notifications

After the work plans have been reviewed and approved, the designer sends an approval letter to the utility as noted above in the section on Utility Work Plans. However, there are several other notifications that are required by Trans. 220.

Section 220.05 paragraph (9) states “The department shall notify the owner by mail not less than 30 calendar days before the owner is required to begin the work provided for in the approved work plan. The department may include a receipt of mailing form, which the owner shall complete and return within 7 calendar days of receipt.” This “start work” notice must be sent in order for the Department to be in compliance with Trans. 220.

Section 220.05 paragraph (10) requires the contractor to provide a 14 to 16 calendar day notice to the utility for any work that is contingent on highway construction operations being completed prior to the utility relocation work being done. Also, “The contractor shall follow up with a confirmation notice to the department and the owner (*utility*) not less than 3 working days before the work will be ready for the owner to begin its work.”

Paragraph 11 of Section 220.05 requires the utility to notify the department when they begin their work and after they have completed their work.

UTILITY CORRESPONDENCE/ACTIVITIES

All utility-related correspondence should be routed through the District Utility Unit. The Utility Unit should also be informed of all meetings or other activities, such as field reviews with utility personnel. When appropriate, a representative of the Utility Unit will attend these meetings.

On consultant-designed plans, copies of all correspondence with utilities must be sent to, or routed by, the Utility Unit. The correspondence will be reviewed by the District Utility Coordinator or their designee prior to the signing of the Utility Status Report.

The Designer is urged to contact the Utility Unit any time there is a question regarding the interpretations or procedures that may affect timely completion of project utility coordination.

DISTRICT UTILITY UNITS

Each WisDOT District office has a Utility Unit, which deals with utility coordination. There are differences in how coordination activities are done in each district. The goal of each district is to have no highway construction delays caused by unexpected utility conflicts. How each district accomplishes this goal varies.

The Utility Unit is located in the Technical Services business area of each district. The following people deal with utility coordination:

District 1 – Madison

FAX 608 243 3380

Karen Creech 608 246 5353 Sauk and Columbia Counties

Warren LaDuke 608 246 3852 Dane County

Warren.Laduke@dot.state.wi.us

Mike Brolin 608 246 7963 Grant, Iowa, Lafayette, Rock and Green Counties

Michael.Brolin@dot.state.wi.us

Ken Weaver 608 245 2633 Jefferson and Dodge Counties and Utility Field Inspections

Vacant 608 246 5406

@dot.state.wi.us

District 2 – Waukesha

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182.0175 Damage to Transmission Facilities

(1) DEFINITIONS. In this section:

(am) “Emergency” means a condition that poses a clear and immediate danger to life or health, or a significant loss of property.

(b) “Excavation” means any operation in which earth, rock or other material in or on the ground is moved, removed or otherwise displaced by means of any tools, equipment or explosives and includes grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving and means any operation by which a structure or mass of material is wrecked, razed, rended, moved or removed.

(bm) “Excavator” means a person who engages in excavation.

(c) “Transmission facilities” includes all pipes, pipelines, wires, cables, ducts, wire lines and associated facilities, whether underground or aboveground, regardless of the nature of their transmittants or of their in-service application. The term includes, but is not restricted to, utility facilities, government-owned facilities, facilities transporting hazardous materials, communications and data facilities, drainage and water facilities and sewer systems. The term does not include any of the following:

1. A culvert.
2. A fuel storage tank and a fuel storage pipeline, if the pipeline does not cross a public right-of-way and if the tank and pipeline are located on property that is owned or leased by the user of the tank and pipeline.

(d) “Working days” means days other than Saturday, Sunday and legal holidays.

(1m) ONE-CALL SYSTEM.

(a) *Statewide system.* Transmission facilities owners shall establish or designate a nonprofit organization governed by a board of directors as the operator of a one-call system. The one-call system shall be a statewide communication system in which a single operational center receives excavation notices and transmits notice information to affected-member transmission facilities owners.

(b) *Membership.*

1. Except as provided in subd. 2., a transmission facilities owner shall be a member of the one-call system.
2. A transmission facilities owner or lessee is not required to be a member of the one-call system if all of that person’s transmission facilities are located on property owned or leased by that person. This subdivision does not apply to a governmental unit that is a transmission facilities owner.

(bm) *Membership fees.* Members may be assessed an initial start-up fee equal to the system’s costs in adding the member to the one-call system, except that any initial start-up fee may not exceed \$100 for a member whose transmission facilities serve less than 5,000 customers. For purposes of assessing the initial start-up fee, affiliated transmission facilities owners shall be considered a single member. Under this paragraph, a transmission facilities owner is affiliated with another transmission facilities owner if the transmission facilities owner, directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the other transmission facilities owner. Members shall also be assessed a fee per notice of intended excavation activity. Membership in the one-call system ceases if a fee assessed under this paragraph is more than 90 days past due. A transmission facilities owner may be reinstated as a member upon payment of the amount past due.

(c) Liability. Any transmission facilities owner who is required to be a member of the one-call system and has not complied with the membership requirement is liable for all damages to the owner's transmission facilities and for any other damages that occur as a result of a properly noticed excavation to the one-call system.

(d) System functions. The one-call system shall do all of the following:

1. Publicize the availability and use of the one-call system.
2. Provide toll-free communication to the one-call system.
3. Accept notices of intended excavation activity.
4. Accept notices of intended emergency location or emergency excavation activity 24 hours a day.
5. Inform the person providing notice of the names of transmission facilities owners who will receive the notice information.
6. Promptly transmit notice information to affected-member transmission facilities owners.
7. Retain records of notices for a period of not less than 6 years.

(2) EXCAVATOR AND PLANNER RESPONSIBILITIES.

(a) Planning. Every person who is responsible for the preparation of plans and specifications for non-emergency excavation and every excavator shall do all of the following:

1. Take reasonable action to learn the location of any transmission facilities in and near the area where the excavation is to be conducted.
2. Plan the excavation to avoid to the extent possible interference with transmission facilities in and near the excavation area.

(am) Excavation notice. An excavator shall do all of the following:

1. Provide advance notice not less than 3 working days before the start of non-emergency excavation to the one-call system.
2. In an emergency, take all reasonable precautions to avoid to the extent possible interference with existing transmission facilities in and near the excavation area and notify as promptly as possible the owners of transmission facilities that may be affected by the emergency excavation.
3. Maintain an estimated minimum clearance of 18 inches between an unexposed underground transmission facility marked under sub. (2m) and the cutting edge or point of any power-operated excavating or earth moving equipment. If the transmission facility is exposed, the excavator may reduce the clearance to 2 times the known limit of control of the cutting edge or point of the equipment or 12 inches, whichever is greater.
4. Provide a repeat notice to the one-call system if marks are destroyed or covered by excavation site activities, if the excavation does not start within 10 days of the scheduled start date or if excavation is interrupted for more than 10 days.
5. Provide support for existing transmission facilities in and near the excavation area that may be reasonably necessary or that is specified by the transmission facility owner for the protection of the facilities, unless protection is required of the owner of the transmission facility under s. 66.0831.
6. Before backfilling, inspect all transmission facilities exposed during excavation to ascertain if the transmission facilities have been or may have been struck, damaged, dislocated or disrupted.

- 6m. Refrain from backfilling an excavation until an inspection is conducted and any necessary repairs have been made by the owner of the transmission facility.
7. Immediately notify the owner of a transmission facility if an inspection reveals that the transmission facility has been or may have been struck, damaged, dislocated or disrupted.
8. Backfill an excavation as specified by the owner of the existing transmission facilities or in a manner and with materials that may be reasonably necessary for the protection of, and to provide reliable support during backfilling and following backfilling for, existing transmission facilities in and near the excavation area.

(bm) Notice. An excavation notice shall include all of the following information:

1. The name of the person providing notice.
2. The name, address and telephone number of the excavator.
3. The specific location and description of the excavation area, including the county, place, street address, nearest intersecting road, distance and direction from the nearest intersection and marking instructions.
4. A description of the intended excavation activity.
5. The intended starting date of the excavation.

(2m) TRANSMISSION FACILITIES OWNER REQUIREMENTS.

(a) Responsibilities. A transmission facilities owner shall do all of the following:

1. Respond to a planning notice within 10 days after receipt of the notice by conducting field markings, providing records and taking other appropriate responses.
2. Respond to an excavation notice within 3 working days by marking the location of transmission facilities as provided under par. (b) in the area described in the excavation notice.
3. Provide emergency locator service within 24 hours after receiving a request for that service.

(b) Facilities marking. A person owning transmission facilities, upon receipt of an excavation notice, shall mark in a reasonable manner the locations of transmission facilities at the area described in the notice to enable the excavator to locate the transmission facilities without endangering the security of the facilities or the public. The marking of facilities shall be completed within 3 working days after receipt of the notice, or if notice is given more than 10 days before excavation is scheduled to begin, marking shall be completed at least 3 working days before excavation is scheduled to begin. If the approximate location of a transmission facility is marked with paint, flags, stakes or other physical means, the following color coding of lines, cables or conduits shall comply with the uniform color code adopted by the American National Standards Institute:

1. Electric power: red.
2. Gas, oil, steam, petroleum or gaseous materials: yellow.
3. Communications, cable television or alarm or signal systems: orange
4. Water, irrigation or slurry systems: blue.
5. Sewer or drain systems: green.
6. Temporary survey markings: pink.
7. Proposed excavation: white.

(c) *Facilities inspection and repair.* Every person owning transmission facilities who receives a notice of possible damage shall inspect the facilities for damage within 6 hours after receipt of the notice if there is risk of personal injury or loss of life or within 24 hours after receipt of the notice if there is not a risk of personal injury or loss of life and shall repair any damage found as soon as practicable. Unless the owner of any transmission facility is notified or has knowledge of damage to transmission facilities by an excavator, the owner is not responsible for or required to make an inspection of its transmission facilities, nor shall the owner, in the absence of notification or knowledge, be responsible for supervising in any manner the excavation.

(3) PENALTIES.

(a) *Forfeitures.* Any person who willfully and knowingly violates this section may be required to forfeit \$2,000 for each offense. Each day of continued violation constitutes a separate offense.

(b) *Misdemeanor.* Whoever intentionally removes, moves or obliterates a transmission facilities marking placed by the transmission facilities owner may be fined not more than \$500 or imprisoned for not more than 30 days or both. This paragraph does not apply to an excavator who removes or obliterates markings during an excavation.

(4) RIGHT OF ACTION. This section shall not affect any right of action or penalty which this state or any person may have.

(5) RIGHT TO INJUNCTION. If any person engages in or is likely to engage in excavation inconsistent with this section and which results or is likely to result in damage to transmission facilities, the person who owns or operates the facilities may seek injunctive relief in the circuit court for the county in which the transmission facilities are located. If the transmission facilities are owned or operated by a public utility as defined in s. 196.01 (5), including a telecommunications carrier, as defined in s. 196.01 (8m), and the public utility does not seek injunctive relief, the attorney general, upon request of the public service commission, shall seek injunctive relief in the circuit court for the county in which the transmission facilities are located.

History: 1973 c. 277; 1977 c. 350; 1977 c. 449 s. 497; 1983 a. 189; 1985 a. 297 s. 76; 1993 a. 482, 496; 1995 a. 135; 1999 a. 150 s. 672.

Source: 2001-2002 Unofficial State Statutes.

84.063 Utility Facilities Relocation

84.063 (1) **Definitions.** In this section:

- (a) "**Highway improvement**" means a state trunk highway improvement project.
- (b) "**Utility facility**" means any pipe, pipeline, duct, wire line, conduit, pole, tower, equipment or other structure, whether aboveground or underground, used for any of the following:
 1. The transmission or distribution of electrical power or light.
 2. The transmission, distribution or delivery of heat, water, gas, sewer, telegraph or telecommunication services.

84.063(2) **Notification.**

- (a) If a utility facility is within the right-of-way of a proposed highway improvement, the department shall identify the owner and notify the owner in writing of the proposed improvement.
- (b) Within a specified period after the date the notice is received, the utility facility owner shall provide the department with a description and the general location of each utility facility in the proposed highway improvement right-of-way.

84.063(3) **Plans.**

- (a) If a utility facility owner provides the information required under sub. (2), the department shall send the utility facility owner at least one set of available project plans for the proposed highway improvement, including the location of the owner's existing utility facilities.
- (b) Within a specified period after receiving the project plans, the owner shall provide the department with a work plan. The period of time within which the owner is required to provide the department with a work plan shall reflect whether the utility facility owner is required to coordinate its work plan with another utility facility owner. The work plan provided by the owner shall include all of the following:
 1. A copy of the project plans that verifies the location of all of the owner's existing utility facilities specified on the plans by the department and that identifies the owners' proposed location of relocated or additional utility facilities within the right-of-way of the proposed improvement.
 2. A plan and a schedule of working days necessary to obtain any approval required by a governmental agency and to accomplish any proposed relocation or adjustment required by the proposed improvement.
- (c) The department shall review and approve a work plan submitted under par. (b) for compliance with permit requirements and to ensure that the plan is reasonable. Approval of a work plan under this paragraph does not waive any requirement for approval of the work plan by any other governmental agency. The utility facility owner shall notify the department when all required approvals have been obtained. After receiving notification that all approvals have been obtained, the department shall notify the owner of the date on which the owner may proceed with its utility facility relocation work.

- (d) The department shall notify the utility facility owner of any change in the highway improvement that requires additional relocation or adjustment of utility facilities. The department and the owner shall agree on a reasonable time to accomplish the additional work.

84.063(4) Responsibilities.

- (a) If additional utility facility relocation or adjustment work is required under sub. (3) (d), the department shall reimburse the owner for the additional work.
- (b) The project contractor shall be responsible for any damages negligently caused to a utility facility.
- (c) If the utility facility owner fails to comply with sub. (3), the department or its contractor shall not be liable to the owner for damages to a utility facility resulting from the highway improvement if the department or its contractor complies with s. 182.0175 (2), and the owner shall be liable to the department or its contractor for damages resulting from the failure to comply.

84.063(5) Rules. The department shall promulgate rules to implement and administer this section.

History: 1991 a. 39; 1999 a. 85. Source: 2001-2002 Wisconsin Statutes Unofficial Text.

Chapter Trans 220 UTILITY FACILITIES RELOCATION

Trans 220.01 Purpose and scope.
Trans 220.02 Applicability.
Trans 220.03 Definitions.
Trans 220.04 Notification.
Trans 220.05 Project and work plans.
Trans 220.06 Responsibilities.

Trans 220.01 Purpose and scope. The purpose of this chapter is:

- (1) To establish the administrative procedures for implementing s. 84.063, Stats., and to prevent delays to proposed state trunk highway improvement projects and contractor delay and expense due to uncertain scheduling of utility relocations.
- (2) To define a process and scheduling procedure to deal with utility conflicts with state trunk highway construction and arrange for their timely resolution.
- (3) To integrate the utility facility relocation process under s.84.063, Stats., with several pre-existing statutes and regulations, including the following:
 - (a) The obligations of utilities and highway planners and contractors under s. 182.0175, Stats.;
 - (b) The obligations of utilities to pay the cost of protection or changes to utility facilities to accommodate highway work under s. 66.0831, Stats.; and
 - (c) The obligations of utilities to comply with the conditions of permits issued for the location of utilities within highways under s. 86.07 (2), Stats., and 23 CFR part 645 (April 1, 1993).
- (4) To comply with federal law regarding utility accommodation when the project is on any right of way of any federal-aid highway and funded in whole or in part with federal funds (23 USC 109 (l) (1993)).
- (5) To make it clear that this chapter is not applicable to railroad facility relocations or adjustments.

History: Cr. Register, February, 1994, No. 458, eff. 3-1-94;
correction in (3) (b) made under s. 13.93 (2m) (b) 7., Stats.

Trans 220.02 Applicability. (1) This chapter applies to state trunk highway improvement projects which have utility facilities located on them and are let for construction after this chapter has been published and for which the department has mailed the notification and plans prescribed in ss. Trans 220.04 and 220.05. (2) The department shall begin sending the notification and plans prescribed in ss. Trans 220.04 and 220.05 for all state trunk highway improvement projects for which the design process is initiated after this chapter is published. The department will not be required to resend the notification and plans if it has already done so prior to this chapter being published.

(3) This chapter does not apply to the alteration or relocation of railroad facilities.

History: Cr. Register, February, 1994, No. 458, eff. 3-1-94.

Trans 220.03 Definitions. The definition of words and phrases in s. 84.063, Stats., apply to this chapter. In this chapter:

(1) "Business day" means any calendar day of the year exclusive of Saturdays, Sundays and legal

holidays.

(2) "Calendar day" means any day of the year; if more than one day, it means any consecutive days of any year or years.

(3) "Compensable work" means utility facility alteration or relocation work for which the department will reimburse the utility facility owner under programs or policies of the department, including s. 84.295 (4m), Stats.

(4) "Contractor" means the person or entity that enters into an improvement project contract with the department under s. 84.06, Stats., and subcontractors or suppliers to the contractor.

(5) "Department" means the department of transportation or its agent.

(6) "Highway" has the meaning given in s. 340.01 (22), Stats.

(7) "Improvement" has the meaning given in s. 84.06 (1), Stats.

(8) "Letting date" means the date the department receives and opens bids for an improvement.

(9) "Mail" means a written transmittal, currently dated and sent to the addressee by regular or certified, return receipt requested United States postal service mail or other means.

(10) "Major reconditioning" means an improvement project which includes pavement resurfacing or minor reconditioning plus shoulder widening, ditch restoration, reduction of curvature or grades and intersection improvements.

(11) "Minor reconditioning" means an improvement project which includes pavement resurfacing, pavement widening, shoulder paving and intersection improvements.

(12) "Noncompensable work" means utility facility alteration or relocation work which the owner must carry out without cost to the department.

(13) "Owner" means the owner of a utility facility.

(14) "Project plan" means a plan for a highway improvement suitable for the design of utility facility alterations or relocations which the department sends to the owner.

(15) "Reconstruction" means an improvement project which rebuilds an existing facility and may include reducing curvature or grades and widening pavement and shoulders.

(16) "Resurfacing" means an improvement project which provides a new roadway surface on an existing pavement and may include minor base patching, intersection paving, shoulder gravel and selective beam guard.

(17) "State trunk highway" means any highway designated as part of the state trunk highway system pursuant to s. 84.02 or 84.29, Stats., exclusive of connecting highways.

(18) "Utility facility" includes cable services.

(19) "Work plan" means a plan of the owner to carry

out utility facility alteration or relocation work to accommodate an improvement project of the department.

(20) "Working day" means a business day on which

weather and other conditions not under the control of the owner will permit utility facility alteration and relocation work to proceed for at least 8 hours of the day with the normal working force of the owner engaged in performing the controlling item of work in accordance with the owner's approved work plan. In determining the normal working force of the owner, consideration shall be given for any diversion of the owner's working force that is required to respond to an emergency involving restoration of critical utility service.

History: Cr. Register, February, 1994, No. 458, eff. 3-1-94.

Trans 220.04 Notification. **(1)** The department shall make a reasonable effort to determine what utility facilities are located within the right of way of a proposed improvement project by researching permit files, reviewing map files maintained by the department, field investigation or contact with one call locating services, and through contacts with local governmental units.

(2) The department shall identify the owner of facilities determined in sub. (1) by name.

(3) The department shall notify the owner of the proposed improvement by mail. The department may include a receipt of mailing form with the notification, in which case the owner shall complete the form and mail it back to the department within 7 calendar days of receipt.

(4) The notification shall include the name or route number, or both, of the highway, the geographical limits of the improvement, general description of the work to be done, desired date for completion of utility coordination and anticipated year of construction of the improvement.

(5) Within 60 calendar days of mailing the notification referred to in sub. (3), the owner shall provide the information specified in s. 84.063 (2) (b), Stats., by mail; that is, a description and the general location of each utility facility in the vicinity of the improvement. The utility shall reply whether or not it has facilities in the vicinity.

Note: Section 84.063 (2) (b), Stats., reads as follows:

(2) (b) *Within a specified period after the date the notice is received, the utility*

facility owner shall provide the department with a description and the general location of each utility facility in the proposed highway improvement right-of-way.

History: Cr. Register, February, 1994, No. 458, eff. 3-1-94.

Trans 220.05 Project and work plans. **(1)** After the owner responds with the information specified in s. 84.063 (2) (b), Stats., the department shall mail the owner at least one set of the available project plan. The project plan shall show all existing utility facilities known to the department that are located in the right of

way where they will conflict with the improvement.

(2) The department may include a receipt of mailing form. If a receipt of mailing form is sent, the owner shall complete the form and mail it back to the department within 7 calendar days of receipt.

(3) The project plan need only show those portions of the improvement which give the project location, the

owner's existing utility facilities and how those facilities will be affected by the improvement. The department will also provide any additional and duplicate plan information needed by the owner to design and layout the removal, relocation or adjustment of existing utility facilities and the placement of relocated or additional facilities within the project limits.

(4) The owner shall provide the department with a work plan. The work plan shall be furnished within 60 calendar days after the date of mailing of the project plan by the department for resurfacing projects; within 90 calendar days for minor reconditioning projects; and within 120 calendar days for major reconditioning, reconstruction or new construction projects. Upon owner request or its own initiative, when the department determines there is a potential for conflict between work plans, the department will schedule a meeting that the owners are required to attend to coordinate the work. An additional 30 calendar days will be allowed to furnish the work plan if coordination is required with other utility facility owners or if the work is compensable.

(5) For noncompensable work, the work plan shall include, in addition to the information required in s. 84.063 (3) (b), Stats., a narrative description of what work will be done; whether the work is dependent on work by another owner; whether the work will be done prior to highway construction and which work will be necessary to coordinate with the work of the contractor; when the work will be started and the length of time in working days required to complete the work. A listing of approvals required by governmental agencies and the expected time schedule to obtain those approvals shall be provided. The project plan furnished by the department shall be reviewed by the owner to verify that the owner's utility facilities are shown. If the facilities are not shown, the owner shall mark their location and return the marked up project plan to the department with a dated transmittal. If the utility facilities are shown, the owner shall advise the department by mail and need not return the project plan. For noncompensable work, the owner may also submit a request for a utility alteration or relocation loan pursuant to s. 84.065, Stats., and ch. Trans 30. If the owner's proposed relocated or additional utility facilities will be relocated within the highway right-of-way, a permit application may be submitted at the same time in accordance with "The Policy for the Accommodation of Utilities Within Highway Right-of-Way" of the department.

Note: A copy of this policy may be obtained at no cost upon request to the Division of Highways, Department of Transportation, P.O. Box

7916, Room 651, Madison, WI 53707–7916, telephone (608) 266–0233. **Note:** Section 84.063 (3) (b), Stats., reads as follows:
 (3) (b) *Within a specified period after receiving the project plans, the owner shall provide the department with a work plan. The period of time within which the owner is required to provide the department with a work plan shall reflect whether the utility facility owner is required to coordinate its work plan with another utility facility owner. The work plan provided by the owner shall include all of the following:*
 1. *A copy of the project plans that verifies the location of all of the owner's existing utility facilities specified on the plans by the department and that identifies the owner's proposed location of*

relocated or additional utility facilities within the right-of-way of the proposed improvement. 2. A plan and a schedule of working days necessary to obtain any approval required by a governmental agency and to accomplish any proposed relocation or adjustment required by the proposed improvement.

(6) For compensable work, in addition to the items specified in sub. (5), the work plan shall include an estimate of cost for utility facilities relocation including appropriate credits for betterments, used life and salvage. An executed conveyance of rights or quit-claim deed to the property occupied by the owner's facilities if one is required by the improvement project may be submitted at this time.

(7) The department shall review the work plan to ensure compatibility with permit requirements, the improvement plans and construction schedule, reasonableness of relocation scheme and reasonableness of cost for compensable work. If the work plan submitted by the owner is not compatible or reasonable, the department shall advise the owner by mail as soon as practicable. If sent through regular mail, the department may include a receipt of mailing form. If a receipt of mailing form is sent, the owner shall complete the form and mail it back to the department within 7 calendar days of receipt. The owner shall submit a revised work plan within 30 calendar days of receipt of advice by the department that the work plan is not compatible or reasonable. The department shall review the revised work plan and if the work plan is still not compatible or reasonable, the work plan revision process shall be repeated. When the work plan is compatible and reasonable, the department shall advise the owner by mail of its approval.

(8) The owner shall notify the department by mail within 15 calendar days of receiving all required approvals from government agencies.

(9) The department shall notify the owner by mail not less than 30 calendar days before the owner is required to begin the work provided for in the approved work plan. The department may include a receipt of mailing form which the owner shall complete and return within 7 calendar days of receipt.

(10) If the owner's approved work plan is dependent on work by the contractor, the contractor shall provide the department and the owner a good faith notice 14 to 16 calendar days before the work is expected to be complete and ready for the owner to begin its work. The contractor shall follow up with a confirmation notice to the department and the owner not less than 3 working days before the work will be ready for the

owner to begin its work.

(11) The owner shall notify the department when its work has started. The owner shall complete its work within the time frame described in its work plan. The owner shall notify the department when the work is complete. Notices of work start and work completion shall be sent by mail within 15 calendar days of starting and completing the work, respectively.

(12) If, prior to the letting date of the highway improvement project, the department's project plan is changed so that additional utility relocation or adjustment work is found necessary, the department

shall furnish a revised project plan per subs. (1) to (3), and the owner shall provide the department with a revised work plan per subs. (4) and (5), except that the time allowed for the owner to submit the revised work plan after receipt of the revised project plan shall not exceed 60 calendar days. Revisions to the project plan shall be identified to the owner.

(13) If, after the letting date of the highway improvement project, additional utility relocation or adjustment work is found necessary, the department shall notify the owner. The Department and the owner shall agree on a revised work plan.

(14) If additional utility relocation or adjustment work is found necessary after the owner has been notified per sub. (9), refer to s. Trans 220.06.

History: Cr. Register, February, 1994, No. 458, eff. 3–1–94.

Trans 220.06 Responsibilities. **(1)** If the department requires additional work to a utility facility after the facility has been relocated or adjusted in accordance with a work plan approved by the department, the department shall bear the reasonable cost of the additional work.

(2) If the department requires relocation or adjustment of a noncompensable utility facility that was originally determined, per the work plan, to not need relocation or adjustment, the owner shall bear the cost of the relocation or adjustment.

(3) If the department requires relocation or adjustment of a compensable utility facility that was originally determined, per the work plan, to not need relocation or adjustment, the department shall bear the reasonable cost of the relocation or adjustment.

(4) The owner shall bear the cost of additional work to any portion of its facilities after the facilities have been relocated or adjusted in accordance with a work plan approved by the department if the additional work is required by the department due to error by the owner in preparation of work plans for, field location of, or construction of the relocation or adjustment of its facilities.

(5) The contractor shall be responsible for compliance with s.182.0175 (2), Stats., with respect to precautions to be taken to avoid and prevent damage to utility facilities.

(6) (a) The owner shall complete alteration or relocation of its utility facilities in accordance with the

work plan approved by the department.

(b) The work shall be completed by the owner within the time frame of the approved work plan.

(7) (a) If the owner has complied with ss. 66.0831, 84.063 and 182.0175, Stats., and this chapter and the utility facilities are damaged by the contractor, the contractor shall be responsible to the owner for damages if the contractor has not complied with s. 182.0175 (2), Stats.

(b) The contractor shall not be responsible for damage to utility facilities if it has complied with ss. 182.0175 (2) and 66.0831, Stats.

(c) If the owner fails to provide a work plan as provided in s. Trans 220.05, or fails to complete the alteration or relocation of its facilities in accordance

with the work plan approved by the department as provided in s. Trans 220.05, the owner shall be liable to the contractor for all delay costs and liquidated damages incurred by the contractor which are caused by or which grow out of failure of the owner to carry out and complete its work in accordance with the approved work plan.

(8) If one year or more has passed since the department approved a work plan, the owner may submit a revised work plan that must be considered by the department if it is submitted prior to the letting date and does not affect the letting date.

History: Cr. Register, February, 1994, No. 458, eff. 3-1-94; corrections in (7)

(a) and (b) made under s. 13.93 (2m) (b) 7., Stats.

Source: *Register, August, 1996, No. 488*

Unofficial Text (See Printed Volume).

WisDOT GUIDE TO UTILITY COORDINATION**PROPOSED HIGHWAY IMPROVEMENT NOTICE**

Wisconsin Department of Transportation

DT1077 398 (Trans 220 WI Admin. Code)

Pursuant to s.84.063 Wisconsin Statutes, this notice advises that the Wisconsin Department of Transportation is planning the improvement identified below.

To	From	
Improvement Project ID	County	
Highway Route Number or Name		
Improvement Limits		
General Description of Work to be Done		
Utility Coordination Desired Completion Date	Anticipated Year of Improvement Construction	
Transportation District (TD) Number or Agent Name	TD or Agent Authorized Representative Signature	Notification Date
	Title	

NOTICE ACKNOWLEDGEMENT

Return this form within 7 days of receipt to address shown above.

Receipt of the above notice is acknowledged.

- ☐ We have no utility facilities in the vicinity of the improvement.
- ☐ We have utility facilities in the improvement vicinity and will provide a description and general location within 60 days of the above notification date as required by s.84.063(2)(b) Wis. Stats.
- ☐ We have utility facilities in the improvement vicinity; their description and general location are identified below. (Attach additional sheets if necessary.)

Utility	Utility Authorized Representative Signature	Date
	Title	

WisDOT GUIDE TO UTILITY COORDINATION

PROJECT PLAN TRANSMITTAL

Wisconsin Department of Transportation

DT1078 398 (Trans 220 WI Admin. Code)

Pursuant to s.84.063 Wisconsin Statutes, the Wisconsin Department of Transportation is furnishing the number of sets specified below of the available plan showing all existing utility facilities known to the department where they will conflict with the improvement identified below.

To	From
Improvement Project ID	County
Highway Route Number or Name	
Improvement Limits	
Number of Plan Set(s)	
Project Classification	Work Plan Due Date

For the purposes of Trans 220.05(4), this improvement is classified as indicated above. Your work plan is required at the above address on or before the due date indicated.

Transportation District (TD) Number or Agent Name	TD or Agent Authorized Representative Signature	Date
	Title	

PROJECT PLAN ACKNOWLEDGEMENT

Return this form within 7 days of receipt to address shown above.

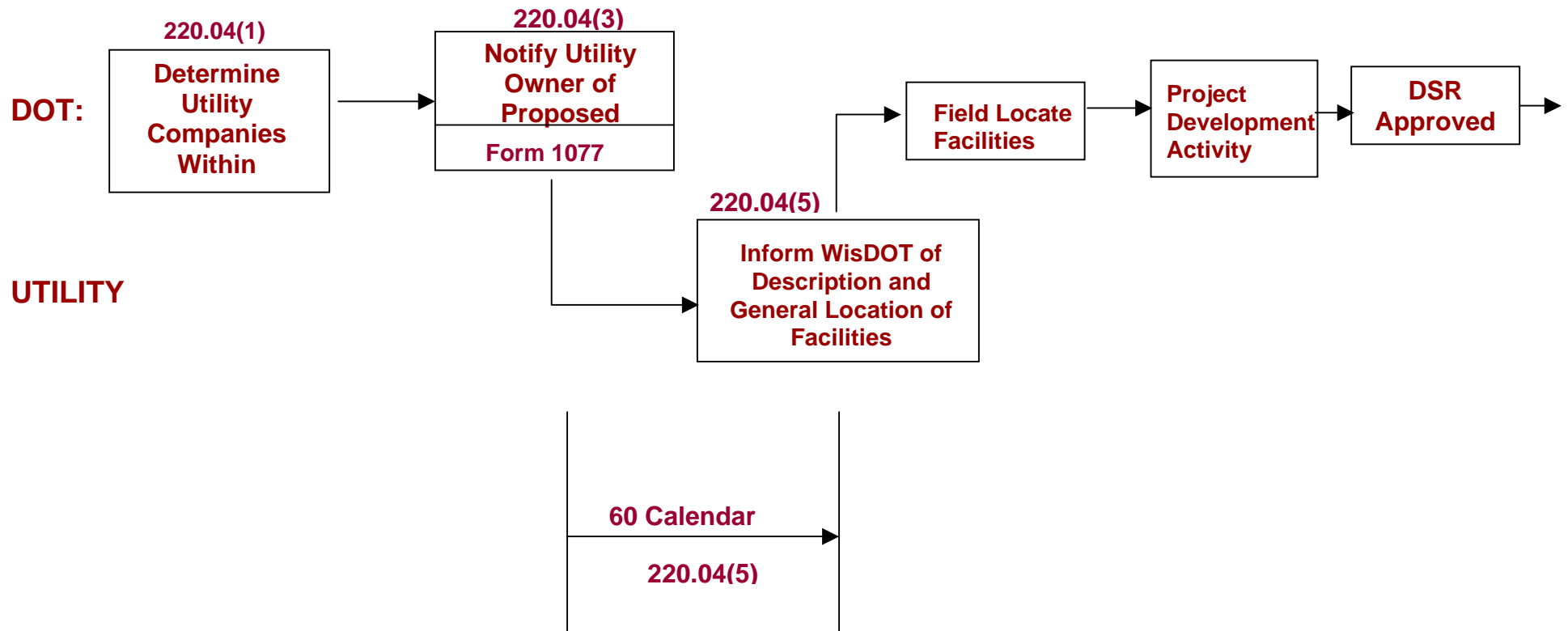
Receipt of the above transmittal is acknowledged.

Utility	Utility Authorized Representative Signature	Date
	Title	

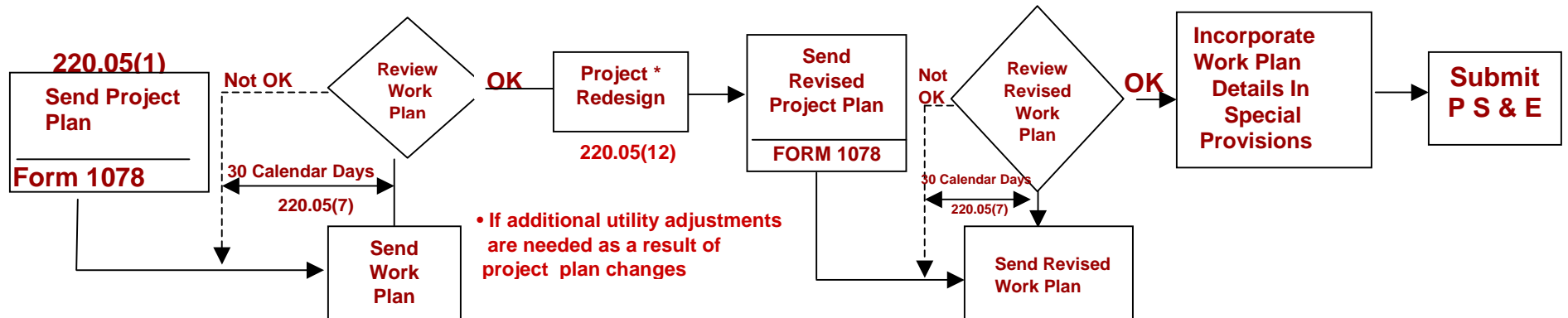
CONCEPT DEFINITION

INVESTIGATION

DETERMINATION



FINAL DESIGN



60 Calendar days
for resurface project
90 Calendar days for minor
reconditioning project

120 Calendar days for major
reconditioning, recon-
struction or new project
PLUS
30 Calendar days for coordina-
tion w/other utilities or if
work is compensable 220.05(4)

60 Calendar
220.05(12)

CORRESPONDENCE MEMORANDUM

Wisconsin Department of Transportation

Date: February 26, 1999

To: District Project Development Chiefs

From: Bob Bovy, Chief of Design Services & Quality Management

Subject: TRANS 220 Applicability

TRANS 220 dictates the utility coordination process that must be used on all STH improvement projects that are let to contract.

TRANS 220.02 Applicability. (1) This chapter applies to state trunk highway improvement projects which have utility facilities located on them and are let for construction after this chapter has been published.

The rule does not allow for any exceptions.

I am aware that a few of our let STH projects have not followed the required TRANS 220 utility coordination process. In fact, I have agreed with others that it is not necessary to follow TRANS 220 under certain conditions. If a project does not break ground in any manner (such as a pavement marking project) and working equipment will not interfere with overhead utilities (ie. erecting signs or signals), or if the special provisions direct the contractor to adjust the design to avoid conflicts with existing utility facilities (such as signing or signal projects where objects can be moved without affecting the purpose of the object), then there are no conflicts with utility facilities, and thus there is no need for utility coordination. Technically TRANS 220 must be followed on every let STH project, but practically, following TRANS 220 may be an exercise in paper shuffling on some projects and may be deemed a waste of time and resources on projects where there are no possible conflicts with utilities.

If WisDOT fails to follow TRANS 220, the highway contractor will not be able to recover damages from the utility for any delays caused by the utility. The utility will claim that they did not receive proper notification as specified by law, and they would be correct. In such a case, the contractor will likely file a claim against WisDOT for failing to follow the required utility coordination process which resulted in a delay and damages to the contractor.

NOTE: We still must follow s.182.0175(2) which requires designers and contractors to locate utility facilities in and near the area where excavation or demolition will take place, and to plan the excavation or demolition to avoid to the extent possible interference with utility facilities in and near the construction area.

There is no problem if the contractor does not hit a utility facility and there are no delays to the contractor. Legally, a utility could complain that they did not receive proper notification, but they would have no real reason to if their facilities are not affected by the project.

Any time WisDOT does not follow the TRANS 220 process on a let STH project, WisDOT is probably assuming the risk of any damages to the highway contractor if there is a utility conflict that delays the highway contractor. We should be very cautious about taking that risk.

By law and administrative rule, the TRANS 220 utility coordination process applies to all let STH projects. Any departure from the rule should be taken with full knowledge of the risks involved. Also, the contractor should be notified, via the special provisions, that the TRANS 220 process was not followed on the project. That will alert them to consider the risk involved when they make their bid.

66.0831 Interference With Public Service Structure

A contractor with a contract for work upon, over, along or under a public street or highway may not interfere with, destroy or disturb the structures of a public utility, including a telecommunications carrier as defined in s. 196.01 (8m), encountered in the performance of the work in a manner that interrupts, impairs or affects the public service for which the structures may be used, without first obtaining written authority from the commissioner of public works or other appropriate authority. A public utility, if given reasonable notice by the contractor of the need for temporary protection of, or a temporary change in, the utility's structures, determined by the commissioner of public works or other appropriate authority to be reasonably necessary to enable the work, shall temporarily protect or change its structures located upon, over, along or under the surface of a public street or highway. The contractor shall pay or assure to the public utility the reasonable cost of the temporary structure or change, unless the public utility is otherwise liable. If work is done by or for the state or by or for any county, city, village, town sanitary district, metropolitan sewerage district created under ss. 200.01 to 200.15 or 200.21 to 200.65 or town, the cost of the temporary protection or temporary change shall be borne by the public utility.

History: 1973 c. 277; 1983 a. 296, 538; 1993 a. 496; 1999 a. 150 s. 116; Stats. 1999 s. 66.0831.

Cross Reference: See also ss. PSC 165.066, 165.067, and 185.16, Wis. adm. code. Interference without written authority is prohibited only if the parties cannot agree that requested changes are reasonably necessary. A town sanitary district is not a town under the cost provision of this section. *Wisconsin Gas Co. v. Lawrenz & Associates*, 72 Wis. 2d 389, 241 N.W.2d 384 (1976).

Source: **Unofficial text from 01-02 Wis. Stats. database.**

86.16 Utility Lines on Highways; Place of Poles; Penalty

(1) Any person, firm or corporation, including any foreign corporation authorized to transact business in this state may, subject to ss. 30.44 (3m), 30.45 and 196.491 (3) (d) 3m., with the written consent of the department with respect to state trunk highways, and with the written consent of local authorities with respect to highways under their jurisdiction, including connecting highways, construct and operate telegraph, telephone or electric lines, or pipes or pipelines for the purpose of transmitting messages, water, heat, light or power along, across or within the limits of the highway.

(2) All poles used in the construction of such lines shall be set in such manner as not to interfere with the use of such highway by the public, nor with the use of the adjoining land by the owner thereof; and all pole lines shall hereafter be constructed so as to meet the requirements of the Wisconsin state electrical code.

(3) No tree shall be cut, trimmed or the branches thereof cut or broken in the construction or maintenance of any such line without the consent of the owner of the tree.

(4) Any person erecting any telephone, telegraph, electric light or other pole or stringing any telephone, telegraph, electric light or other wire, or constructing any pipes or pipe lines in violation of the provisions of this section shall forfeit a sum not less than \$10 nor more than \$50.

(5) Any person, firm or corporation whose written application for permission to construct such lines within the limits of a highway has been refused, or has been on file with the department or local authority for 20 days and no action has been taken thereon, may file with the department or local authority a notice of appeal to the division of hearings and appeals. The department or local authority shall thereupon return all of the papers and action of the department or local authority to the division of hearings and appeals, and the division of hearings and appeals shall hear and try and determine the appeal on 10 days' notice to the department or local authority, and the applicant. The order entered by the division of hearings and appeals shall be final.

History: 1977 c. 29 s. 1654 (8) (d), (e); 1979 c. 34; 1981 c. 347 s. 80 (2); 1989 a. 31; 1993 a. 16, 490; 1997 a. 204.

Statutes referenced in the above statute are printed below:

ss. 30.44(3m) UTILITY FACILITIES; HIGH-VOLTAGE TRANSMISSION LINES. {Lower Wisconsin State Riverway}

(a) A person shall apply to and receive a permit from the board before constructing, modifying or relocating a utility facility or high-voltage transmission line that is in the river way.

(b) A person may not be issued a permit for an activity in par. (a) unless the performance standard in par. (c) is met and, for a high-voltage transmission line, the board finds that the activity will not impair, to the extent practicable, the scenic beauty or natural value of the river way.

(c) All reasonable efforts, as determined by the board, shall be taken to minimize the visual impact of the utility facility.

(d) The use of an aboveground utility facility shall not be a basis for the board to determine that all reasonable efforts will not be taken to minimize the visual impact. The board may not require a high-voltage transmission line to be placed underground in order to make the finding specified in par. (b).

30.45 Prohibited and restricted activities in the river way. {Lower Wisconsin State Riverway}

In the river way:

(1) No person may start or engage in an activity under s. 30.44 (1) to (5) or 30.445 without having any permit that is required under s. 30.44 or 30.445.

196.491 Strategic energy assessment; electric generating facilities and transmission lines.

(3) CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY.

(d) Except as provided under par. (e) and s. 196.493, the commission shall approve an application for a certificate of public convenience and necessity only if the commission determines all of the following:

3m. For a high-voltage transmission line, as defined in s. 30.40 (3r), that is to be located in the lower Wisconsin state river way, as defined in s. 30.40 (15), the high-voltage transmission line will not impair, to the extent practicable, the scenic beauty or the natural value of the river way. The commission may not require that a high-voltage transmission line, as defined in s. 30.40 (3r), be placed underground in order for it

182.017 Transmission Lines; Privileges; Damages

(1) RIGHT-OF-WAY FOR. Any domestic corporation organized to furnish telegraph or telecommunications service or transmit heat, power or electric current to the public or for public purposes, an independent system operator, as defined in s. 196.485 (1) (d), an independent transmission owner, as defined in s. 196.485 (1) (dm), or a cooperative association organized under ch. 185 to furnish telegraph or telecommunications service or transmit heat, power or electric current to its members, may, subject to ss. 30.44 (3m), 30.45, 86.16 and 196.491 (3) (d) 3m. and to reasonable regulations made by any city, village or town through which its transmission lines or systems may pass, construct and maintain such lines or systems with all necessary appurtenances in, across or beneath any public highway or bridge or any stream or body of water, or upon any lands of any owner consenting thereto, and for such purpose may acquire lands or the necessary easements; and may connect and operate its lines or system with other lines or systems devoted to like business, within or without this state, and charge reasonable rates for the transmission and delivery of messages or the furnishing of heat, power or electric light.

(2) NOT TO OBSTRUCT PUBLIC USE. But no such line or system or any appurtenance thereto shall at any time obstruct or incommode the public use of any highway, bridge, stream or body of water.

(3) ABANDONED LINES REMOVED. The public service commission after a public hearing as provided in s. 196.26, and subject to the right of review as provided in ch. 227, may declare any line to have been abandoned or discontinued, if the facts warrant such finding. Whenever such a finding shall have been made the corporation shall remove such line, and on failure for 3 months after such finding of abandonment or discontinuance, any person owning land over, through or upon which such line shall pass, may remove the same, or the supervisors of any town within which said lines may be situated, may remove the said lines from the limits of its highways, and such person or supervisors shall be entitled to recover from the company owning the lines the expense for labor involved in removing the property.

(4) LOCATION OF POLES. In case of dispute as to the location of poles, pipes or conduits, the commissioners appointed in condemnation proceedings under ch. 32 may determine the location.

In no case, except where the owner consents, shall poles be set in front of or upon any residence property, or in front of a building occupied for business purposes, unless the commissioners find that the same is necessary and the court may review the finding.

(5) TREE TRIMMING. Any such corporation which shall in any manner destroy, trim or injure any shade or ornamental trees along any such lines or systems, or, in the course of tree trimming or removal, cause any damage to buildings, fences, crops, livestock or other property, except by the consent of the owner, or after the right so to do has been acquired, shall be liable to the person aggrieved in 3 times the actual damage sustained, besides costs.

(6) MUNICIPAL FRANCHISE REQUIRED. No lighting or heating corporation shall have any right hereunder in any city, village or town until it has obtained a franchise or written consent for the erection or installation of its lines from such city, village or town.

(7) HIGH-VOLTAGE TRANSMISSION LINES. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

History: 1971 c. 40; 1975 c. 68, 199; 1979 c. 34, 323; 1985 a. 297 s. 76; 1989 a. 31; 1993 a. 213, 246, 371; 1997 a. 204. Liability of power company for locating a pole close to a traveled roadway discussed. *Weiss v. Holman*, 58 Wis. 2d 608, 207 N.W.2d 660. Sub. (5) is limited to damages arising from the construction, maintenance or abandonment of facilities within a right-of-way. *Vogel v. Grant-Lafayette Electric Cooperative*, 195 Wis. 2d 198, 536 N.W.2d 140 (Ct. App. 1995).

84.09 Acquisition of Lands and Interests Therein

(1) The department may acquire by gift, devise, purchase or condemnation any lands for establishing, laying out, widening, enlarging, extending, constructing, reconstructing, improving and maintaining highways and other transportation related facilities, or interests in lands in and about and along and leading to any or all of the **same**; and after establishment, layout and completion of such improvements, the department may convey such lands thus acquired and not necessary for such improvements, with reservations concerning the future use and occupation of such lands so as to protect such public works and improvements and their environs and to preserve the view, appearance, light, air and usefulness of such public works. Whenever the department deems it necessary to acquire any such lands or interests therein for any transportation related purpose, it shall so order and in such order or on a map or plat show the old and new locations and the lands and interests required, and shall file a copy of the order and map with the county clerk and county highway committee of each county in which such lands or interests are required or, in lieu of filing a copy of the order and map, may file or record a plat in accordance with s. 84.095. For the purposes of this section the department may acquire private or public lands or interests in such lands. When so provided in the department's order, such land shall be acquired in fee simple. **Unless it elects to proceed under sub. (3), the department shall endeavor to obtain easements or title in fee simple by conveyance of the lands or interests required at a price, including any damages, deemed reasonable by the department.** The instrument of conveyance shall name the state as grantee and shall be recorded in the office of the register of deeds. The purchase or acquisition of lands or interests therein under this section is excepted and exempt from s. 20.914 (1). The department may purchase or accept donations of remnants of tracts or parcels of land existing at the time or after it has acquired portions of such tracts or parcels by purchase or condemnation for transportation purposes where in the judgment of the department such action would assist in making whole the landowner, a part of whose lands have been taken for transportation purposes and would serve to minimize the overall costs of such taking by the public.

(2) If any of the needed lands or interests therein cannot be purchased expeditiously for a price deemed reasonable by the department, the department may acquire the same by condemnation under ch. 32.

(3)(a) The department may order that all or certain parts of the required land or interests therein be acquired by the county highway committee. ...

(3m) The department may order that all or certain parts of the required land or interest therein be acquired for the department by a board, commission or department of the city, village or town within whose limits the land is located. ...

NOTE: The wording in bold is the pertinent language regarding the acquisition of utility lands and easements.

Generally, the State of Wisconsin Department of Transportation has determined that the reasonable price for the acquisition of utility easements is the cost of the relocation of those facilities occupying the easement. See [Figure 11-31](#).

WisDOT GUIDE TO UTILITY COORDINATION

TRANS 220 LOG

DT1079 398 (Trans. 220 WI Admin. Code)

Wisconsin Department of Transportation

Project Description	Letting Date	PS&E Submittal Date
	Category	Utility Agreement Approved
	Required Project Plan Lead Time	
	Required Project Plan Mail Date	

UTILITY	1077 NOTIFICATION (60 DAYS)			1078 PROJECT PLAN		UTILITY WORK PLAN		WORK PLAN APPROVAL		
NAME	DATE SENT 220.04(3)	DATE ACKNOWLEDGE- MENT RECEIVED (DUE - 7 DAYS)	SYSTEM MAPS OR DESCRIPTION RECEIVED 220.04(5)	DATE SENT 220.05(1)	DATE ACKNOWLEDGE- MENT RECEIVED (DUE - 7 DAYS)	REQUIRED RETURN DATE 220.05(4)	ACTUAL RETURN DATE	DATE DENIED AND RETURNED UTILITY	REVISED WORK PLAN RECEIVED 220.05(7)	WORK PLAN APPROVED/ APPROVAL SENT 220.05(7)

Wisconsin Department of Transportation

January 12, 2005

Don Moat
PTI Communications
P.O. Box 349
Tomah, WI 54660

SUBJECT: Utility Project I.D. 7605-06-40
 Angelo-Tomah Road
 STH 21
 Monroe County
 Parcel No. 4

Dear Mr. Moat,

This letter is to inform you that I have received your proposed work plan involving the relocation of your facilities for the subject project.

Upon review of your proposed work plan it appears there still remain some potential areas of conflict. Also, you have not stated when the cable along Comet Road will be re-located. I have enclosed a copy of your proposed work plan along with my comments for your use.

Please review these comments, make any necessary changes to your work plan, and resubmit the work plan to me. **Please note that Trans. 220.05(7) requires that you resubmit your work plan within 30 calendar days of receipt of this letter.**

If you have any questions please call me at 608-785-9032. Thank you for your cooperation.

Sincerely,

Joshua Duesterbeck
District Utility Coordinator

enclosure

Wisconsin Department of Transportation

January 22, 2002

Mr. Gary Quade
Alliant Energy
1000 Main Street
Dubuque IA 52004

SUBJECT: **TRANS 220 Work Plan Approval**
Project I.D. 1661-07-00
South Town Lane - Wisconsin River Bridge
USH 18/STH 35
Crawford County

Dear Mr. Quade:

This letter is to inform you that I have received your proposed work plan involving the relocation of your facilities for the subject project and have found it to be in conformance with Trans 220. Enclosed is a copy of the approved work plan for your file.

The utility portion of the Special Provisions of the DOT highway contract is based on your work plan. If any of this information changes, contact me immediately so that I can correct our contract documents.

All required right of way has been acquired for this project.

You are hereby authorized to proceed with the relocation after all necessary permits to occupy highway rights of way have been approved. Please contact our Survey Coordinator at (608) 785-9032 if you will require any right of way staking to accommodate your move.

Please keep in mind that this approval constitutes only DOT acceptance of your relocation plan. You may need to obtain approvals, permits, or easements from other parties prior to relocating any utility facilities within or outside the project corridor. You will need to coordinate any other approvals needed directly with the affected parties.

It will be necessary to notify us if any substantial change is made in the planned relocation of the facilities and if you plan to use a subcontractor. Please advise us of the date you plan to start construction and when you have completed the relocation.

Sincerely,

Reed A. Espie
District Utility Coordinator

cc: Designer
Consultant
Construction Project Manager

Wisconsin Department of Transportation

January 22, 2002

Mr. Gary Quade
Alliant Energy
1000 Main Street
PO Box 769
Dubuque IA 52004

SUBJECT: **TRANS 220 Work Plan Approval**
Project I.D. 1661-07-00
South Town Lane - Wisconsin River Bridge
USH 18/STH 35
Crawford County

Dear Mr. Quade:

This letter is to inform you that I have received your proposed work plan for the subject project and have found it to be in conformance with Trans 220. Enclosed is a copy of the approved work plan for your file.

You have indicated on the work plan that no utility relocation work should be necessary. If however utility conflicts are discovered during construction, please coordinate your work with the Contractor to relocate your facilities in a timely manner to prevent delays to our project schedule.

Sincerely,

Reed A. Espie
District Utility Coordinator

cc: Designer
Consultant
Construction Project Manager

Wisconsin Department of Transportation

September 7, 2000
Peter Johnson
Smelly Gas Company
1251 W. Main Street
Mytown, WI 50000

SUBJECT: I.D. 7571-09-00 & 7572-01-00
CTH M Easterly To CTH C & Neshonoc Bridge
Village of West Salem
STH 16
La Crosse County

Dear Mr. Johnson:

I have not yet received a work plan from Smelly Gas describing the relocation of facilities in conflict with next year's project in West Salem. I spoke with Jeff Mulloy in mid-August and he said he would be working on the relocation plan soon. I need to receive a work plan from you **as soon as possible** in order for me to write the utility special provisions and which will become part of the contract for the project. **Per Trans 220 work plans for the project were due on August 28, 2000. The work plan can be submitted directly to me and I will forward a copy to Ayres Associates.**

Unresolved or unexpected utility conflicts create problems for all of us during construction. There is an increased chance for damage to your facilities, delays to the contractor and to our project schedule if conflicts are not addressed and their resolution planned for in advance. There are multiple conflicts with Smelly Gas lines throughout the project, too numerous to address during construction. Most of the utilities on the project are doing a complete rebuild of their facilities due to the numerous conflicts with our project.

The project will be let to contractor bids in February of 2001 with construction beginning shortly thereafter. Highway contractors bid on the project in part from information in the utility specials, so please include as much detail as possible on what you will need to move, when, and how long it will take in your work plan. Please include the number of working days it will take for any work that must be done during construction.

If you have any questions regarding the preparation of the work plan, or if you would like a meeting to review the project please call me at (608) 785-9032.

If you have already submitted a work plan please disregard this letter. Thank you for your cooperation.

Sincerely,

Rachel Mulloy
District Utility Coordinator

Wisconsin Department of Transportation

October 5, 2000

ANDREW D. SOLBERG, VICE PRESIDENT
CHIPPEWA ENERGY CORPORATION
1000 TITANIC DRIVE
LAKE WISSOTA WI 50204-0769

SUBJECT: **NOTICE OF TRANS 220 VIOLATION**

Cayuga - Siberia Road
(Espie Lane - STH 33)
STH 36
Dodge County

Design Project: 1392-07-00
R/W Project: 1392-07-21, Parcel 21
Utility Project: 1392-07-41
Construction Project: 1392-07-71

Project Letting Date: March 20, 2001

On March 1, 2000 Chippewa Energy Corporation (CEC) was sent the TRANS 220 Official Notice, along with the DT1078 Project Plan Transmittal for the above noted project. You returned your work plan for the relocation of your facilities on July 28, 2000. The work plan stated that the facilities would be relocated by September 30th. To date no work has been done. This places your company in default of meeting the requirements of Administrative Rule TRANS 220.

This is an official notice that as a result of failing to follow your work plan you are now in violation of the provisions of TRANS 220. Your company may now be held liable for all CEC-caused delay costs that a contractor may incur during the construction of this project. This could include down time, relocation costs of your facilities if a separate contractor must be hired to move them, and liquidated damages if the contractor cannot make their deadline because of delays that you have caused.

It is unfortunate that this TRANS 220 process violation has occurred. Chippewa Energy Corporation has always been an excellent company to work with in the past. It is my belief that we can solve these problems together with a goal of avoiding any utility-related construction delays if you act quickly to complete the necessary facility relocations as soon as possible.

Thanking you in advance for your cooperation. If you have any questions or concerns, please call me at 608-246-5406 or E-mail at scott.wood@dot.state.wi.us.

Sincerely,

Scott Wood
District Utility Coordinator
Dodge and Jefferson County

cc: Mike Hahn, WisDOT Project Development Supervisor
Joel Huenink, WisDOT Project Manager

Trans 220.02 Applicability

(1) This chapter applies to state trunk highway improvement projects which have utility facilities located on them and are let for construction after this chapter has been published and for which the department has mailed the notification and plans prescribed in ss. Trans 220.04 and 220.05.

(2) The department shall begin sending the notification and plans prescribed in ss. Trans 220.04 and 220.05 for all state trunk highway improvement projects for which the design process is initiated after this chapter is published. The department will not be required to resend the notification and plans if it has already done so prior to this chapter being published.

NOTE: Paragraph (2) requires sending the notifications prescribed in Trans. 220.04 and 220.05 for all projects that began after February 1994.

Trans 220.03 Definitions. The definition of words and phrases in s. **84.063**, Stats., apply to this chapter. In this chapter:

(6) “Highway” has the meaning given in s. **340.01 (22)**, Stats. (See below)

(7) “Improvement” has the meaning given in s. **84.06 (1)**, Stats. (See below)

(17) “State trunk highway” means any highway designated as part of the state trunk highway system pursuant to s. **84.02** or **84.29**, Stats., exclusive of connecting highways. See below)

84.063 Utility Facilities Relocation. (1) DEFINITIONS. In this section:

(a) “Highway improvement” means a state trunk highway improvement project.

340.01 Words and Phrases Defined.

(22) “Highway” means all public ways and thoroughfares and bridges on the same. It includes the entire width between the boundary lines of every way open to the use of the public as a matter of right for the purposes of vehicular travel. It includes those roads or driveways in the state, county or municipal parks and in state forests which have been opened to the use of the public for the purpose of vehicular travel and roads or driveways upon the grounds of public schools, as defined in s. 115.01 (1), and institutions under the jurisdiction of the county board of supervisors, but does not include private roads or driveways as defined in sub. (46).

84.06 Highway Construction. (1) DEFINITIONS. In this section, “improvement” or “highway improvement” includes construction, reconstruction and the activities, operations and processes incidental to building, fabricating or bettering a highway, public mass transportation system or street, but not maintenance.

84.02 State Trunk Highway System.

(1) DESIGNATION.

The system of highways known as the trunk highway system heretofore selected and laid out by the legislature and by the highway commission and by special legislative state trunk highway committees and approved by said highway commission and as revised, altered and changed by and under authority vested by law in the highway

commission, is hereby validated and confirmed and designated the state trunk highway system but without prejudice to the exercise of the power given to change such system, and all acts by which parts of said system were heretofore adopted or declared to be trunk highways are confirmed and validated. Section 80.32 (2) does not apply to the state trunk highway system.

84.29 National System of Interstate Highways.

(2) ROUTES OF INTERSTATE SYSTEM, STATE TRUNK HIGHWAYS.

Upon finding by the department that the development of any proposed highway as a route of the national system of interstate highways, hereinafter designated the interstate system or interstate highways, or any portion thereof, including the laying out, construction, maintenance and operation of any part thereof as a freeway or expressway, is in the promotion of the public and social welfare of the state and for the benefit of public travel, the department is empowered and it shall have full authority to lay out, construct, operate and maintain such highway as a part of the state trunk highway system. Except as otherwise provided by this section, all provisions of law relative to the acquisition of land for highway purposes and for surveys, plans, establishing, laying out, widening, enlarging, extending, constructing, reconstructing, improving, maintaining and financing of other state trunk highways shall apply to the interstate highways undertaken in this state.

Trans. 220 Action Steps

Trans 220 Reference	By	Action Step
220.04(1)	WisDOT	Identify utility facilities in the area of the project.
220.04(2)	WisDOT	Identify the owner of the utility facilities.
220.04(3)	WisDOT	Notify the owner by mail of the proposed project (DT1077 form)
220.04(3)	Utility	Complete the form and return within 7 calendar days
220.04(5)	Utility	Provide facility information within 60 calendar days
220.05(1)	WisDOT	Send project plans to utilities (DT1078 form & packet)
220.05(2)	Utility	Acknowledge receipt by returning DT1078 form.
220.05(4)	Utility	Supply WisDOT with a work plan within prescribed timeframe
220.05(4)	WisDOT	Conduct a utility coordination meeting that utilities are required to attend. (This step is optional unless requested by a utility)
220.05(7)	WisDOT	Review work plan compatibility. If incompatible, notify the utility by mail as soon as practicable.
220.05(7)	Utility	Revise work plan and resubmit within 30 days of notification that the work plan is not compatible.
220.05(7)	WisDOT	When the work plan is compatible and reasonable, notify the utility by mail of its approval.
220.05(8)	Utility	Notify WisDOT within 15 days of receiving all required governmental approvals.
220.05(9)	WisDOT	Notify utility by mail not less than 30 days before the utility is required to begin work.
220.05(10)	Contractor	If utility work is dependent on work by the contractor, the contractor shall provide WisDOT and the utility a good faith notice 14 to 16 days before the work is expected to be complete and ready for the utility to begin their work.
220.05(10)	Contractor	The contractor shall follow up with a confirmation notice to the WisDOT and the Utility not less than 3 working days before the work is ready for the utility to begin its work.

WisDOT GUIDE TO UTILITY COORDINATION

220.05(11)	Utility	The utility shall notify WisDOT by mail within 15 calendar days of when its work has started.
220.05(11)	Utility	The utility shall notify WisDOT by mail within 15 calendar days of when the work is complete.
220.05(12)	WisDOT	If prior to the letting there are changes to the plan that affect utility work, the WisDOT shall provide the utility with a revised plan and the utility shall revise its work plan within 60 days. The changes to the plan shall be identified to the utility.
220.05(13)	WisDOT	If after the letting there are changes to the plan that affect utility work, the WisDOT shall notify the utility. The WisDOT and the utility shall agree on a revised work plan.

WisDOT/Design Consultant Letterhead

September 14, 2004

Mr. Gary Quade
Alliant Energy
1000 Main Street
Dubuque, IA 52004

TRANS 220 NON-COMPLIANCE NOTICE

Project I.D. 1661-54-9807
South Town Lane
USH 18
Crawford County

Please be informed that as of this date you are NOT in compliance with Wisconsin Statute 84.063 and Administrative Rule TRANS 220. You were sent a PROJECT PLAN for the referenced project on May 15, 2004 and your WORK PLAN was due August 13, 2004.

I have enclosed a UTILITY WORKSHEET for the referenced project. Please complete this WORKSHEET and return **immediately**. I will accept this as your narrative WORK PLAN and it will be reviewed. I need this information to draft the Utility portion of the contract Special Provisions. **If you DO NOT anticipate any facility adjustments to accommodate the highway construction, please complete and return this form indicating so. IF YOU DO NOT RESPOND, OUR CONTRACT SPECIAL PROVISIONS WILL INDICATE YOUR FAILURE TO COMPLY WITH ADMINISTRATIVE RULE TRANS 220. AS A RESULT OF THIS FAILURE, THE HIGHWAY PROJECT MAY BE HELD UP BY YOUR «TYPE CO» FOR FAILURE TO COMPLY WITH WISCONSIN STATUTE 84.063, WHICH COULD RESULT IN CLAIMS BEING FILED AGAINST YOUR COMPANY.**

If you need assistance in developing a WORK PLAN, please let me know. You may wish to meet with the District Design and Maintenance staff to discuss relocation details and permit requirements.

This letter is not an authorization to undertake any study or relocation work at State expense. If you feel you have a land interest in which payment should be made for relocation of facilities, please contact our office so that we may review your claim and, if necessary, revise our right-of-way plat.

You will be provided with a final plan reflecting any changes 14 weeks prior to the letting date.

Sincerely,

Julie DeBauche
District Utility Coordinator
Enclosure

Correspondence/Memorandum _____ **State of Wisconsin**

Date: November 22, 1994

To:	Bruce Belscamper	Bruce Eastenson	Daniel Grasser
	David Harp	Del Laughlin	Ed Wambold
	Gary Knerr	Gerald Kurtz	Gordon Mueller
	Gregory Bethke	John P. Burkhardt	Peter Rusch
	Richard Vansant	Roger Winter	Ronald Sonntag
	Steven C. Smith	Willard Jochimsen	William Gilding
	Winston Wills		

From: Balu Ananthnarayana

Re: TRANS 220: UTILITY COORDINATION

Attached herein is a copy of Trans 220-Utility Coordination, for your review and action.

Trans 220 became effective on 3/1/94 and it documents specific time frame and activities which utilities and the DOT must conform with, to avoid future conflicts relating to utilities during construction either on improvement projects or state forces activities.

In essence, it states that we must give sufficient lead time for the utility companies to respond to our requests to review and inform us of the utilities which are on our right of way within the area of proposed construction. Future signalization and or any other installation should be planned well in advance and this information must be communicated to the utilities via the districts' utility sections.

We are obligated to follow this administrative rule as this is now the law.

Please work more closely with your district utility coordinator (list attached), so that projects comply with the law. They can also answer your questions, or if you have other questions, call myself or Joe Dresser at (608) 266-2941.

We will discuss this process at the Winter's electricians meeting, but you need to be on board now for plans which you are developing for Spring 95 and later construction.

Chapter 2

SCHEDULING OF UTILITY PROJECTS

WHAT ARE UTILITY MILESTONES, WHAT DO THEY MEAN?

A milestone is a significant event. This chapter will discuss the various significant events that are involved in improvement project utility coordination. Each district may have different terminology, but in essence, the same project activities must take place for every project in every district. This guide will discuss the various significant events but will not attempt to discuss how each district labels the events. Generic “milestones” will be used. For this chapter, the milestones will be capitalized and bolded.

UTILITIES IDENTIFIED - This milestone is achieved when the Utility Unit (or designer) has reviewed the project, searched through the utility permits on file (along with other available records), identified all known utilities which may have facilities within the project limits, and provided a list of these utilities to the designer. See Chapter 3, ["Utility Identification and Notification"](#), for more information regarding utility identification.

UTILITIES NOTIFIED - This milestone is achieved when the utilities have been notified of the proposed improvement project. For TRANS 220 projects, this would include sending the "Proposed Highway Improvement Notice", Form DT1077, along with a cover letter.

The "Proposed Highway Improvement Notice" is a form that provides basic project information to the utility company. See Chapter 3, "Utility Identification and Notification", for more information on this form.

UTILITY NOTIFIED OF POTENTIAL CONFLICTS - (Perhaps a better name would be “Plans Sent to Utilities”.) This milestone is achieved when plans are sent to the utility companies. The plans must be complete enough to allow the utility to identify conflicts with their existing facilities and to design a utility relocation plan. For TRANS 220 projects, this would mean sending the “Project Plan Transmittal”, form DT1078, along with a cover letter and other appropriate documents. See Chapter 10, ["Sending Plans to Utilities"](#) for a more detailed discussion on this subject.

UTILITY RELOCATION PLANS APPROVED - This milestone is achieved when all utility coordination has been completed for your project. The utility conflicts have been identified and resolved in some manner. For TRANS 220 projects, this would mean that you have received and approved all of the utility work plans.

AWARD DATE MILESTONE - This milestone is achieved when the contract for compensable utility work with a specific utility company has been fully executed, the project has been authorized for charging, AND the funds have been encumbered. More information on the **AWARD DATE MILESTONE** (aka Schedule Date) can be found in the

Program Management Manual, [Document 05-05-15](#), Page 4, subheading "Schedule Date." It states, "...the schedule date reflects the anticipated date that the contract represented by the component will be awarded (moved to Life Cycle Stage 40) and the dollars encumbered".

There should be an **AWARD DATE MILESTONE** for each compensable utility parcel on your project. There may be times when the utility waives compensation, and there is no utility project I.D. needed for a particular utility. In that case, this milestone is met when the Utility Coordinator receives a letter from the utility company waiving compensation and the signed original release of rights document.

Another situation is when a utility company has land rights but there is no relocation required. When that occurs, there is no need for a utility project I.D. but there is a release of rights required. The **AWARD DATE MILESTONE** would be met when the District Utility Coordinator receives the signed release of rights document.

UTILITY STATUS REPORT - This milestone is achieved when all necessary utility relocation arrangements and agreements have been made, the Utility Unit has reviewed the final plan, AND the Utility Status Report has been signed.

SCHEDULING OF UTILITY MILESTONES

At the beginning of an improvement project, a timeline or schedule is established to assure that the various aspects of the project are completed at the appropriate times to keep the project progressing toward the proposed construction date. Suggested times for scheduling the utility-related milestones are given below. There may be reasons to alter these guidelines, but in general they should be adhered to.

The **UTILITIES IDENTIFIED** milestone should be scheduled one month before the **UTILITIES NOTIFIED** milestone. Utility Identification can be time consuming, so submit your utility identification request to the Utility Unit early enough to allow sufficient time for the Utility Unit to complete the work required prior to the milestone date. The time needed will vary from project to project, and is dependent on the size of project and type of work.

The **UTILITIES NOTIFIED** milestone should be scheduled two months before the Operational Planning Meeting (or other utility-related project meeting early in the design process). That way the TRANS 220 Proposed Highway Improvement Notice (Form DT1077) can be combined with the meeting invitation. This will reduce confusion and the amount of correspondence required.

The **UTILITY NOTIFIED OF POTENTIAL CONFLICTS** milestone should be scheduled for a time when plans are available that are sufficiently complete to allow a utility to determine conflicts, and design a relocation plan. The right-of-way plat should be complete, all drainage (including storm sewer) should be complete, and the location of all structures including retaining walls should be shown. The location of fencing, beam guard, and detention basins also will impact utility facilities. A year prior to PS&E is a good guideline.

The **UTILITY RELOCATION PLANS APPROVED** milestone is tied to the **UTILITY NOTIFIED OF POTENTIAL CONFLICTS** milestone. For TRANS 220 projects, when the Utility Unit contacts the utilities via the "Project Plan Transmittal" form DT1078, they ask the utility company to return the utility relocation plan (or work plan) within the timeframe that is set by law. This timeframe varies between 90 days and 150 days, depending on the nature of the highway work, i.e. resurface, recondition or reconstruct. Also, the first submittal of the relocation plan may not be acceptable to the designer, and if a TRANS 220 work plan is rejected, the utility has 30 days to revise it and resubmit it. A good guideline would be to have the **UTILITY RELOCATION PLANS APPROVED** milestone 6 to 8 months after the **UTILITY NOTIFIED OF POTENTIAL CONFLICTS** milestone.

The **AWARD DATE MILESTONE** should ideally be scheduled one year after the Relocation Order and one year prior to construction. (This assumes that the Relocation Order is approved two years prior to construction.) If there is a possibility that your project will be advanced, you may want to schedule it earlier. However, like the **UTILITY RELOCATION PLANS APPROVED** milestone, this milestone is also tied to the **UTILITY NOTIFIED OF POTENTIAL CONFLICTS** milestone. On TRANS 220 projects, the timeframe for the submittal of relocation plans and associated documents is determined by the type of projects involved. This should be considered when establishing this milestone.

The **UTILITY STATUS REPORT** milestone should be scheduled the same month as the PS&E submittal date. The Utility Status Report should be submitted to the Utility Unit one month prior to the PS&E date.

See [Figure 2-1](#) for more information on the time it takes to process a utility agreement. This information will help in setting the utility project milestones. The District Utility Coordinator can assist the designer with establishing the utility milestones.

THE EFFECTS OF OTHER MILESTONES ON UTILITY MILESTONES

The **UTILITY NOTIFIED OF POTENTIAL CONFLICTS**, **UTILITY RELOCATION PLANS APPROVED**, and **AWARD DATE MILESTONE** are all very dependent on the right-of-way plat and improvement plans being complete. The Utility Unit must send the TRANS 220 form DT1078 "Project Plan Transmittal", prints of the R/W Plat and a "complete plan" to the utilities so that they can determine the extent of their conflicts with the highway improvement project. For TRANS 220 purposes, a "complete plan" is defined as all the information a utility company needs to determine conflicts and to re-engineer their facilities. This would include storm sewer design, intersection details, and any other details that could affect the placement of their facilities.

The utility needs time to develop a relocation plan, determine cost estimates, and have the appropriate documents signed by individuals within their company. This whole process takes time, similar to the design process that we go through. A major relocation of the utility's facilities may even require approval by the Public Service Commission. The utilities prefer to be informed as soon as possible so that they have sufficient time to complete their work prior to construction. Therefore, when the Relocation Order or improvement plans are not done on schedule, it affects the time utilities have to do their work. Also, advancing projects may not be possible if a great deal of utility relocation is necessary and there isn't sufficient time to complete the work prior to the beginning of highway construction.

The **RIGHT OF WAY CLEAR** milestone also affects the utility companies. When the utility is relocating onto new right of way, they cannot begin their construction activities until the right of way has been acquired. A delay in the acquisition of all the parcels needed can delay the utility.

In the case where a utility decides to obtain private easements rather than occupy highway right of way, property owners may not negotiate with the utility until after they are done dealing with the DOT. This can also delay the utility. When the Designer is discussing right of way acquisition problems with the Real Estate Agent, they should be aware of the potential problems with utilities completing their scheduled work on time. Also, changes to the right of way may affect utility relocation plans, and the utilities need to be informed of such changes as soon as possible. Consider this before altering the right of way to satisfy the concerns of a property owner. **The Utility Special Provisions may have to be changed when acquisition problems arise.**

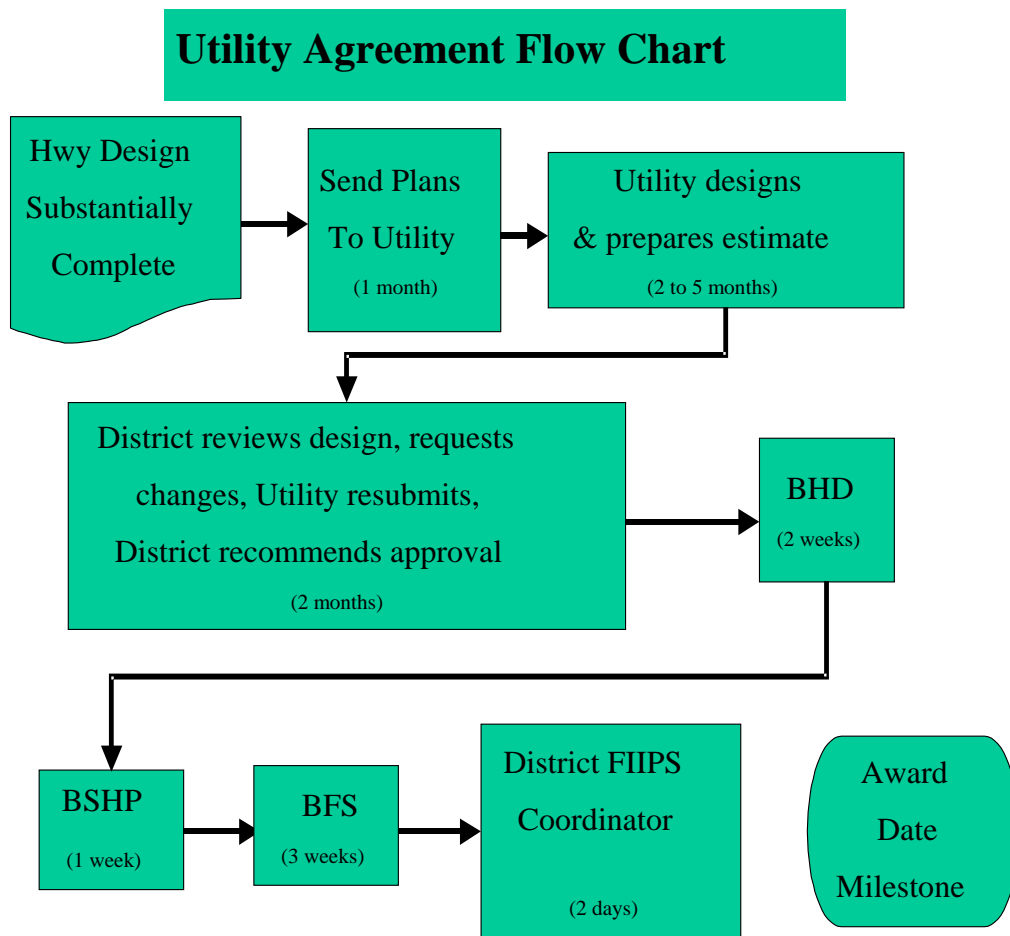
UTILITY PARCEL NUMBERS

Each utility company that has a land interest in new right of way, either recorded or prescriptive, should have a parcel number assigned to it. It is often better to have separate parcel ID numbers for each division of a company. For example, you might want one parcel number for the gas operations and one parcel for the electric operations. This can simplify bookkeeping and billing for both the utility and for us. Also, some electric companies treat transmission and distribution as separate divisions. In that case, you may need one parcel for a large transmission line and one parcel for the rest of their electric distribution lines. In the City of Beloit, Alliant Energy Corporation (Wisconsin Power & Light) could have four parcel numbers, one for gas, one for electric, one for electric transmission, and one for water (they are the water utility in Beloit).

UTILITY PROJECT I.D. NUMBERS

Utility Project I.D.'s should be assigned when it is reasonable to expect that the utility will seek compensation for their relocation. As with parcels, you may want to assign different project I.D.'s for each division of a company. In the past there have been times when a "final" bill was received for the electric work on a project. The project I.D. was then closed out. Later a bill was received for the gas work, which caused confusion and a lot of extra work to get the bill paid. Separate project I.D. numbers would have avoided the problem.

Not every parcel will have a project I.D. number. Some parcels will not require relocation, and some relocations will be so minor that it is not worth the effort to seek compensation.



Allow 1 year from “Design Substantially Complete” to “Award”

Chapter 3

UTILITY IDENTIFICATION AND NOTIFICATION

UTILITY IDENTIFICATION

The first step in project utility coordination is identifying the utilities that are on the project. In some districts the Utility Unit will provide a list of utility companies thought to have facilities in the project area. It is important to note that this list may not be all-inclusive. However, the combined efforts of the Utility and Survey Units, the Designer, and Diggers Hotline should provide a complete picture of expected utility involvement. Even so, there may be other utilities with facilities in the area that we are not aware of. Also, there may be some municipally or privately owned facilities that cross existing or proposed highway right of way.

There are a number of sources of information regarding existing utility facilities and easements. The following is a list of suggested sources of information:

Utility System or Plant maps. These should be obtained from each utility. The detail and accuracy of these maps will vary. The Designer should request these maps in the letter of invitation to the Operational Planning Meeting (OPM). The Designer should use these maps to determine whether all facilities have been located, and to determine ownership of poles, underground cables, etc., when questions arise. **These maps cannot serve as the sole source of location information. Utility facilities must be field located.**

Records of utility permits. These permits include drawings of the locations of the permitted facilities. Everyone that places utility facilities (public or private) on highway right of way must obtain a permit prior to placing their facilities. The utility permits are issued through either the district Technical Services business area or the Operations business area, depending on the district. Each district keeps records of past permits which can be used to determine existing utility companies in the area. **These permits cannot serve as the sole source of location information. Utility facilities must be field located.**

Field Survey Information. The Designer should request that a survey crew pick up field marked locations of all utilities. If the scope of a project is enlarged and the new construction limits are extended at any time after the utilities have been field located and picked up by a survey crew, then a new survey request to identify utilities in the expanded work area must be submitted.

Designer Field Review. Whenever the Designer is reviewing the project in the field, he/she should be looking for evidence of utility facilities. Examples may be valve covers, manholes, warning signs, poles, pedestals, and other utility boxes.

Recorded utility easements found in title searches. All easements on each parcel shall be identified. Utility easements of record may go as far back as 1910 or before and, since land transfer conveyances do not always include reference to existing easements, title searches for utility easements should be extended back as far as land records will allow. Title searches should be made for all parcels where there is a possibility that work will be performed outside of existing right of way. This should include areas of possible permanent or temporary limited highway easements, temporary construction permits, and right of entry permits. Utility companies may have easement rights within such areas and, whether or not they have facilities in these areas that are in conflict with highway construction, a release of rights must be obtained from the utility before highway construction can begin.

Referrals From Other Utility Companies. In the process of trying to identify ownership of utility facilities, the Designer may obtain information from other utility companies. Over time, utility company names change as they are purchased by, or merged with, other companies. Also, sometimes service areas change. For example, Verizon, Inc. may turn over telephone service in one area to Ameritech, Inc., which services the adjacent area. When this occurs, Verizon's facilities become Ameritech's.

A written request for a Utility Identification should contain the following information and exhibits:

1. Project I.D. or "charge number", Project name, highway, and county.
2. A copy of the Concept Definition Report
3. A county map of the project area showing project limits.
4. On small projects, or on urban projects, a smaller scale map showing the limits of expected work on the mainline and all side roads. This could be a township map, city map, or portions of the plat book of the area.
5. Designer's name.
6. Date of request, date needed by, and purpose of request. (Is it for an OPM?, information to be used on the plan?, etc.)
7. Any additional information or unusual aspects of the project that might be of interest to the Utility Unit, such as the presence of structures on the project and

which

structures will be rebuilt.

8. If the request is to be used in conjunction with the OPM, include all of the necessary information such as date, time, and location of the OPM.

A suggested form to use for requesting a utility identification from the district Utility Unit is shown in [Figure 3-1](#). This may be photocopied, filled out, and submitted. Some districts have their own similar forms that they request you use instead of this one.

UTILITY NOTIFICATION

All utilities thought to have facilities within the project area must be notified of the proposed project. For TRANS 220 projects, the first correspondence with utilities should include a [DT1077 "Proposed Highway Improvement Notice"](#). This form, shown in Figure 1-4 of Chapter 1, is available in MS-Word from the District Utility Coordinators, or it is available online. An example of a filled-out DT1077 is shown in [Figure 3-2](#) of this chapter.

A letter should be sent to the utilities identified as having a potential for facilities in the area of the project explaining the nature of the project and asking them to verify if they have facilities in the vicinity of the project. Please provide as much detail regarding the scope of the project as you can.

A pavement-marking project has a considerably different impact on a utility than a reconstruction project does. The fact that a resurfacing project has grading in a few minor areas would be of interest to the utility. The letter should request that the utility send to the designer a copy of its facility maps in the area of the proposed construction. The facility maps can be either paper copies, or electronic if their data is compatible with our computer systems. For TRANS 220 projects, this letter should accompany the DT1077 form mentioned above. A "Sample Cover Letter for Form DT1077" is shown in [Figure 3-3](#). A sample Notification letter for non-TRANS 220 projects is shown in [Figure 3-5](#).

TRANS 220 requires that a utility company respond within 60 days of receiving the DT1077 "Proposed Highway Improvement Notice". Their response must indicate whether or not they have facilities within the project area. If they do have facilities, they must indicate the general location of where their facilities are. The best way for them to do this is to send copies of their system maps in the area of the project. These system maps should be used to verify ownership of utility facilities and to clarify survey data. **System maps cannot be used as a substitute for survey field information. Utility facilities must be field located.** The accuracy of system map locations is not reliable.

The utility notification can be combined with an invitation to the Operational Planning Meeting, or any other utility coordination meeting that occurs early in the design process. A sample invitation letter is shown in [Figure 3-4](#).

UTILITY IDENTIFICATION REQUEST

PROJECT I.D. # _____ COUNTY: _____ HWY: _____

PROJECT DESCRIPTION LIMITS:

Please attach a copy of the Concept Definition Report and a map showing the Project Limits. Note: The map should include Town, Range and Section information. If the map does not show this, you must provide the Town, Range and Section information for the beginning of the project.

Intended Use: (eg., OPM Invitations, Plan Sheet, etc.) _____

Date Requested: _____ Date Needed: _____

OPM Date: _____ Time: _____ Location: _____

Requested By: _____

Address or Desk Location: _____

----- FOR UTILITY USE ONLY -----

Date Completed: _____ Completed By: _____

Utility Identification Comments:

WisDOT GUIDE TO UTILITY COORDINATION

PROPOSED HIGHWAY IMPROVEMENT NOTICE

Wisconsin Department of Transportation

DT 1077 398 (Trans 220 WI Admin. Code)

Pursuant to s.84.063 Wisconsin Statutes, this notice advises that the Wisconsin Department of Transportation is planning the improvement identified below.

To Dustin Brunette Sobieski Sanitary District #12 1180 Jaworski Road Pulaski, WI 54162	From Wisconsin Department of Transportation District 3 P.O. Box 28080 Green Bay, WI 54324-0080	
Improvement Project ID 1145-02-73	County Oconto	
Highway Route Number or Name USH 41/141		
Improvement Limits CTH S-CTH D		
General Description of Work to be Done Resurfacing with intersection improvements and median beam guard installation at selected locations. Spot drainage improvements and culvert replacements		
Utility Coordination Desired Completion Date September 1999	Anticipated Year of Improvement Construction 2001	
Transportation District (TD) Number or Agent Name District 3 - Green Bay	TD or Agent Authorized Representative Signature 	Notification Date 1/12/98
	Title District Utility Coordinator	

NOTICE ACKNOWLEDGEMENT

Return this form within 7 days of receipt to address shown above.

Receipt of the above notice is acknowledged.

- ☐ We have no utility facilities in the vicinity of the improvement.
- ☐ We have utility facilities in the improvement vicinity and will provide a description and general location within 60 days of the above notification date as required by s.84.063(2)(b) Wis. Stats.
- ☐ We have utility facilities in the improvement vicinity; their description and general location are identified below. (Attach additional sheets if necessary.)

Utility	Utility Authorized Representative Signature 	Date
	Title 	

Wisconsin Department of Transportation

Date

TRANS 220 PROJECT
PROPOSED HIGHWAY IMPROVEMENT NOTICE

JEFF MULLOY
BADGER POWER AND LIGHT COMPANY
123 PATRICIA STREET
ELKHORN WI 53121

RE: STH 11 - USH 14 Road Design Project 5972-01-01
 (East and West Mineral Point Road Intersections) Construction Project 5972-01-72
 STH 184
 Rock County

The information in this letter is meant to satisfy the legal requirements of Trans. 220. Enclosed are the following:

- 1) An 8 1/2" x 11" map of Rock County and 8 1/2" x 11" plat maps of the Towns of Center and Janesville, showing the location of this project.
 This project is in Sections 33, 34, 35 and 36, Town 3 North, Range 11 East, the Town of Center, Rock County.
- 2) A copy of the Concept Definition Report, which provides information on the scope of the project.
- 3) A list of other utility companies and contact people. This list may be of benefit to you when coordinating with the other companies in the area.
- 4) Form DT1077, PROPOSED HIGHWAY IMPROVEMENT NOTICE. **NOTE: You will need to return the Notice Acknowledgment at the bottom of this form within seven days of your receiving it, with one of the three options marked.** A business reply envelope is enclosed to assist you.

As noted on the DT1077 form, Trans. 220 requires that you provide within 60 days a description of your facilities within the project limits. "Description" as used here generally means providing a copy of your system maps/facility records.

If these records and maps are stored electronically, we are capable of accepting copies of these facilities on a CD, on a disk, or through e-mail. The software your company uses will determine how we can accept your information. If you use a GIS-based system the information would have to be provided on a CD or disk. AutoCAD or MicroStation files can be sent via e-mail to me at ernest.peterson@dot.state.wi.us

If you have any questions about software compatibility or electronic file transfer, please contact Bernie Gehrman at xxx-xxx-xxxx or at bernard.gehrman@dot.state.wi.us

WisDOT GUIDE TO UTILITY COORDINATION

If you have facilities in the vicinity of this project, I'll be contacting you again with Form DT1078, PROJECT PLAN TRANSMITTAL, which will be accompanied by plans approved for use in designing your facility relocations. Months, or even a few years, may elapse before these final plans are sent.

We expect that there will be new storm sewer constructed under this highway project. Therefore, we'll need to know the depth of your sanitary sewer and water mains, and whether there are risers for any sanitary sewer laterals which could conflict with new storm sewer. [USE THIS LANGUAGE ONLY WHERE APPROPRIATE.]

The DOT's Utility Accommodation Policy discourages attachments to structures. Therefore, the reconstruction of the bridge at _____ provides an opportunity to design an alternate route for the gas main, sanitary sewer main, and communications cables which are currently attached to this bridge. We expect your company to find another route for your facility which would avoid an attachment to the new structure. [ADAPT AS NEEDED AND USE WHERE APPROPRIATE.]

I would like to thank you in advance for your cooperation and assistance in our project development efforts.

Sincerely,

Ernest J. Peterson
District Utilities Coordinator

Enclosures

Wisconsin Department of Transportation

TRANS 220 PROJECT

PROPOSED HIGHWAY IMPROVEMENT NOTICE

Date:

K'DU COMMUNICATIONS INC.
ATTN: SHER THAGUNNA
POST OFFICE BOX 192
MADISON WI 53701

RE: STH 11 - USH 14 Road
(East and West Mineral Point Road Intersections)
72 STH 184

Design Project 5972-01-01
Construction Project 5972-01-
Rock County

The information in this letter is meant to satisfy the legal requirements of Trans. 220.

An Operational Planning Meeting (OPM) will be held on Wednesday, April 1, 1999 at 9:00 AM in the Green and Rock Rooms at Transportation District 1. We will be discussing our basic project design and asking for input from the people present. This is an excellent time to exchange preliminary information, and to make us aware of any impacts which the proposed highway design may have on your facilities. In addition, please come prepared to discuss potential right of way acquisition needs which your company may have.

We expect that there will be new storm sewer constructed under this highway project. Therefore, we'll need to know the depth of your sanitary sewer and water mains, and whether there are risers for any sanitary sewer laterals which could conflict with new storm sewer. [USE THIS LANGUAGE ONLY WHERE APPROPRIATE.]

The DOT's Utility Accommodation Policy discourages attachments to structures. Therefore, the reconstruction of the bridge at _____ provides an opportunity to design an alternate route for the gas main, sanitary sewer main, and communications cables which are currently attached to this bridge. We expect your company to find another route for your facility which would avoid an attachment to the new structure. Please come to the OPM prepared to discuss this issue. [ADAPT AS NEEDED AND USE WHERE APPROPRIATE.]

Enclosed are the following:

- 1) An 8 1/2" x 11" map of Rock County and 8 1/2" x 11" plat maps of the Towns of Center and Janesville, showing the location of this project. This project is in Section 36, Town 3 North, Range 11 East, the Town of Center, Rock County.
- 2) A copy of the Concept Definition Report, which provides information on the scope of the project.
- 3) A list of other utility companies and contact people. This list may be of benefit to you when coordinating with the other companies in the area.
- 4) Form DT1077, PROPOSED HIGHWAY IMPROVEMENT NOTICE. **NOTE: You will need to return the Notice Acknowledgment at the bottom of this form within seven days of your receiving it, with one of the three options marked.** A business reply envelope is enclosed to assist you. Since the OPM is 60 days from now, you could satisfy the Trans. 220 requirements by bringing your facility records/system maps to the meeting.

WisDOT GUIDE TO UTILITY COORDINATION

If these records and maps are stored electronically, we are capable of accepting copies of these facilities on a CD, on a disk, or through e-mail. The software your company uses will determine how we can accept your information. If it's a GIS-based system the information would have to be provided on a CD or disk. AutoCAD or MicroStation files can be sent via e-mail to me at clem.cadiddlehopper@dot.state.wi.us

If you have any questions about software compatibility or electronic file transfer, please contact Maya Thagunna at xxx-xxx-xxxx or at maya.thagunna@dot.state.wi.us

If you have facilities in the vicinity of this project, I'll be contacting you again with Form DT1078, PROJECT PLAN TRANSMITTAL, which will be accompanied by final plans approved for use in designing your facility relocations. Months, or even a few years, may elapse before these final plans are sent.

I would like to thank you in advance for your cooperation and assistance in our project development efforts.

Sincerely,

Clem Cadiddlehopper
District Utilities Coordinator
608-246-3854

Enclosures

Wisconsin Department of Transportation

February 24, 1995

PROPOSED HIGHWAY IMPROVEMENT NOTICE

ERIC M. WILSON, PCV
KATHMANDU POWER AND LIGHT COMPANY
P. O. BOX 192
NEPAL WI 53769

RE: STH 11 - USH 14 Road
 (East and West Mineral Point Road Intersections)
 STH 184 Rock County

Design Project 5972-01-01
Construction Project 5972-01-72

The Wisconsin Department of Transportation has scheduled a highway improvement project for STH 184 at both the east and west intersections with Mineral Point Road in Rock County. This letter is being sent to inform you of this project and to request your help in determining if there are any potential conflicts with your existing facilities. Please send us your system maps for your facilities in the area of the project. These maps will be used to verify utility facility ownership on our plans. If you don't have any facilities in the area, please let us know and we will remove your name from future mailings.

We expect that there will be new storm sewer constructed under this highway project. Therefore, we'll need to know the depth of your sanitary sewer and water mains, and whether there are risers for any sanitary sewer laterals which could conflict with new storm sewer. [USE THIS LANGUAGE ONLY WHERE APPROPRIATE.]

The DOT discourages attachments to structures. Therefore, the reconstruction of the bridge at _____ provides an opportunity to design an alternate route for the gas main, sanitary sewer main, and communications cables that are currently attached to this bridge. We expect your company to find another route for your facility that would avoid an attachment to the new structure. [ADAPT AS NEEDED AND USE WHERE APPROPRIATE.]

Enclosed are the following:

- 1) An 8 1/2" x 11" map of Rock County and 8 1/2" x 11" plat maps of the Towns of Center and Janesville, showing the location of this project. This project is in Section 36, Town 3 North, Range 11 East, the Town of Center, Rock County.
- 2) A copy of the Concept Definition Report, which provides information on the scope of the project.
- 3) Three 11" x 17" preliminary plan sheets, marked 4.3, 4.4, and 4.5 in the upper right hand corner, and three 1"=100' scale preliminary sheets, marked A, B, and C.
- 4) A list of other utility companies and contact people. This list may be of benefit to you when coordinating with the other companies in the area.

Please send me copies of your facility system maps/records for the proposed construction area so that we may use them to compare against our survey information. Sometimes it is difficult to “connect the dots” that are picked up by our survey crews from field markings.

WisDOT GUIDE TO UTILITY COORDINATION

If you have facilities in the vicinity of this project, I'll be contacting you again with final plans approved for use in designing your facility relocations. Months, or even a few years, may elapse before these final plans are sent.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions, please contact me at xxx-xxx-xxxx.

Sincerely,

Karisa Rusch
District Utilities Coordinator

Enclosures

Chapter 4

OPERATIONAL PLANNING/SCOPING MEETING

UTILITY IDENTIFICATION

Prior to the Operational Planning Meeting, utilities with facilities on or near the project must be identified. On long complicated projects, or projects involving many local units of government, this can be a difficult and time-consuming process. See Chapter 3, [“Utility Identification and Notification”](#) for more information on utility identification.

INVITE UTILITIES TO THE OPERATIONAL PLANNING MEETING

Early in the design process, the utilities should be invited to the Operational Planning Meeting (OPM) or a similar scoping type of meeting. [Figure 4-1](#) is an example letter of invitation for a non-TRANS 220 project, or a project where the initial notification has already occurred.

For TRANS 220 projects, it is suggested that you combine the OPM invitation with the TRANS 220 "Proposed Highway Improvement Notice", (form DT1077) which must be sent to utility companies for all STH projects except for connecting streets. Figure 3-4 in [Chapter 3](#) is an example of a combination notification and OPM invitation letter. (See Chapter 1 [“Introduction”](#) and Chapter 3 “Utility Identification and Notification” for more information on form DT1077 and TRANS 220.)

Utility companies are organizations with a specific hierarchy, and their own internal procedures for routing correspondence and assigning duties. The person who must be notified of the OPM is not necessarily the person who will attend the meeting. Frequently a representative of the Local Office will attend the meeting, but someone in the utility's Central Office must receive the letter of invitation. Therefore, the invitation should be sent about 60 days prior to the OPM.

All the utilities must be invited to the Operational Planning Meeting (or similar meeting). Check with the District Utility Coordinator to see who will be responsible for sending out the invitations to the utilities. For consultant-designed projects, the consultant's Designer is often responsible for inviting the utilities to the OPM **and** sending out the TRANS 220 DT1077 "Proposed Highway Improvement Notice" unless other arrangements have been made.

TRANS 220 requires that a utility company respond within 60 days of receiving the DT1077 "Proposed Highway Improvement Notice". Their response must indicate whether or not they have facilities within the project area. If they do have facilities, they must indicate the general location of where their facilities are. The best way for them to do this is to send copies of their system maps in the area of the project.

It is desirable to have the utility bring the system maps to the OPM. In order to give the utility company sufficient time to route the OPM invitation to the proper person, research their facilities in the project area, and produce the appropriate system maps, the OPM invitation should be sent about 60 days prior to the OPM. The District Utility Unit should be invited to all OPM's or scoping-type meetings.

WHAT TO DO AT THE OPERATIONAL PLANNING MEETING

- Have all participants sign a register. There should be a column on the register for each participant to indicate whether they would like to receive a copy of the minutes of the OPM.
- As the participants are introducing themselves, note which utilities are present.
- During the portion of the meeting set aside to discuss utilities, request that each of the utility representatives go to the exhibits and show where their existing facilities are. Also, ask if they have any plans at this time to install future facilities that should be considered during the design of this project.
- If any of the utility companies have existing facilities attached to a structure or propose to attach to the new structure, discuss the pros and cons of these attachments. (See the [Utility Accommodation on Structures](#) section below for further discussion on this topic.)
- If you do not already have a copy, ask each utility for a copy of their system maps for the project area. If a utility did not bring a copy of their system maps, request that they send you one.
- Ask if there are any other utilities present. (Some of them may have arrived late, and might have been missed during the initial introductions).
- Are there any existing or proposed streetlights on the project? If so, begin discussions on how these will be handled during the project. Who will install them? How will they be maintained in the future? Will that work be included in the highway construction contract? Or will that be a separate contract? For more information on street lighting options, see the separate discussion titled [“Street lighting – How will it be handled?”](#) in this chapter.
- Call on the representative of the District Utility Unit for any additional comments.

AFTER THE OPERATIONAL PLANNING MEETING

- Send copies of the notes of the OPM to the District Utility Unit, and any utilities that requested copies at the meeting.
- If you requested a utility to send you system maps at the OPM, follow-up with phone calls until the maps are received.
- If a utility did not send a representative to the OPM, a follow-up letter must be sent to the utility. In this letter, include a copy of the minutes of the OPM, a request for the utility's system maps within the project area if they have not been received, and a request for any other pertinent information that might help us reduce the impact of our highway improvement project on the utility's facilities. The letter should also include additional information such as the Designer's name and phone number as shown in the example in [Figure 4-2](#).

UTILITY ACCOMMODATION ON STRUCTURES

The July 14, 1997 memo regarding Utility Accommodation on Structures ([Figure 4-3](#)) establishes a policy and procedure for allowing utilities to attach their facilities to a bridge when the utility can prove there is no reasonable alternative. When this is permitted, the utility will be charged a fee that is based on the estimated additional design costs caused by the attachment.

In 2001 the Bureau of Structures was created. The 1997 memo in Figure 4-3 refers to the Preliminary Structures and Hydraulics Unit of the Bureau of Highway Development. The Preliminary Structures and Hydraulics Unit is now in the Structures Design Section of the Bureau of Structures.

The request for attachment should be made early in the design process, preferably at the OPM or shortly thereafter. The utilities must be notified at the OPM that they must make their request by the Utility Structure Attachment Deadline established by the Designer, or their request will be denied. REMINDER: **Our policy is to avoid attachments to bridges.** That is our goal. Only in unusual logistical or financial circumstances should we approve attachment to the bridge.

When attachment to a bridge is appropriate, an agreement must be written and signed by both the DOT and the Utility. A sample agreement is shown in [Figure 4-4](#).

PLACING OVERHEAD WIRES UNDERGROUND

State law requires us to pay for utility land interests/relocations that are in new right of way acquisitions. (Chapter 84.09) There is no law that allows us to pay for utility relocations when the facilities are inside of right of way and they have no prior land interest. If a utility has a land interest and they are replacing overhead wires with underground wires, we do pay the costs. Placing overhead wires underground is not considered betterment.

Statute 84.093 "Cooperative Acquisition of Rights of Way" allows us to enter into contracts with a public utility *"for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law, relating to the acquisition, development or maintenance of rights-of-way to be used jointly by the department and a public utility or rural electric cooperative association."* It is possible that this would allow us to pay for the under-grounding of utility lines, but a legal opinion would have to be obtained to determine if that is true. It was not the intent of this law to accomplish that.

There are some hidden costs and unfair financial burdens involved in the decision to place utility lines underground. Typically the property owner is responsible for all costs from a connection point on the outside of a structure. The utility company pays for any costs from the pole to this connection point. Everything beyond that is the property owner's responsibility. When lines are placed underground, this connection point has to be moved. This would be the property owner's cost. Also, building codes often require that when changes are made to the connection point, the system inside the building must be brought up to code. For example, current code might require a 100-amp electric service. Many older building have 50-amp service. When the connection point is moved, the service must be upgraded to 100-amp service.

That would mean changes are required inside the house. These changes could result in additional changes, and in the worst case require all new wiring inside the house, including new RFI receptacles in the kitchen and bathroom areas. While in newer or recently remodeled buildings the costs would be minimal, this can be a huge financial burden on property owners, especially in older parts of communities.

Another over-looked impact is that instead of overhead poles and wires, cabinets on the ground surface are required. Transformers and line connections that were previously up on poles now have to be located in cabinets on the ground. Property owners may not want a large green cabinet (or several cabinets when you consider electric, telephone, cable TV and internet service providers) in their front lawn. In older commercial areas where sidewalk goes from the curb to the building there is simply no place for these cabinets. Underground chambers may be possible, but they are even more costly and there needs to be a space for these as well. One solution is to change the service from the street side to the backyards of properties. This adds to the costs and may not even be physically possible on some properties.

Newer developments take buried utility locations into consideration in their design so utility service connections and cabinets are accommodated and are generally not an eyesore. Retrofitting existing buildings and development is not so easily done, and is certainly more expensive.

On the Federal level, since the days of Ladybird Johnson's Beautify America program, the under-grounding of utilities is eligible for Federal funding, if it is permissible under state law.

WisDOT's recent Community Sensitive Design initiative does not allow the under-grounding of utility lines to be an eligible expense for the project amenities budget. The reason this is not allowed is because of the cost factor, and because of the possible negative impacts on adjacent property owners.

STREET LIGHTING – HOW WILL IT BE HANDLED?

On projects in urbanized areas there may be existing or proposed streetlights within the project limits. There are different ways that the lighting can be upgraded or relocated to accommodate the highway improvement project. The Operational Planning Meeting or Scoping Meeting is the place to discuss how street lighting will be handled on the highway improvement project. Hopefully a decision can be made at the meeting, but if not, at least the discussions should be started at the meeting, with appropriate follow-up and any necessary information gathering to occur shortly after the meeting. The decision on how to handle street lighting should not be left to the latter stages of the design process.

The preferred method of handling street lighting is to include the work into the highway improvement project. This allows the highway contractor full control over the scheduling and prosecution of the work.

Another option may be to have the local unit of government make arrangements to have the appropriate work done outside of the highway improvement project. This requires the highway contractor to coordinate with the third party doing the work, but it can eliminate

some of the requirements and limitations associated with including the work into the highway contract.

Some municipalities have their own electrical crews that can do the work in a timely manner when the work site is ready. Other municipalities have ongoing contracts or agreements with electrical contractors or electrical utility companies to maintain and upgrade the street lighting systems as necessary. Generally, no State or Federal funding is used when these arrangements are made. Although, if the work is being done by municipal forces, it may be possible to use a negotiated contract (Agreed Unit Price or similar contract).

There are times when it is in the best interests of the municipality to have the local electric utility company do the street lighting work and they want to pursue State or Federal funding for the work. WisDOT has received an annual renewable waiver from the competitive bidding process for street lighting work performed by a local electric utility company. This allows the WisDOT to enter into a purchase order with the local electric utility company for the street lighting work. The waiver caps the annual amount of money that can be spent in this manner. The cap is currently at \$600,000. (Because of this cap, all projects must be routed through the Bureau of Highway Development Utility Engineer.) The municipality must provide a cost effectiveness finding that explains why the municipality wishes to have the local electric utility company do the work. Long-term maintenance costs can be included in this analysis.

There is no additional funding to do this work, the funding must come from existing project budget sources. The current cost share policy applies to this work. (See [Figure 4-6](#) for the cost share policy) [Figure 4-5](#) explains the procedure that must be followed if a community would like to use this new process for obtaining street lighting using State or Federal funding.

Wisconsin Department of Transportation

February 24, 1996

SANDEEP THAGUNNA
K'DU POWER AND LIGHT COMPANY
P. O. BOX 992
MADISON WI 53701

RE: STH 11 - USH 14 Road
(East and West Mineral Point Road Intersections)
STH 184
Rock County

Design Project 5972-01-01
Construction Project 5972-01-72

An Operational Planning Meeting (OPM) will be held on Wednesday, April 1, 1995 at 9:00 AM in the Green and Rock Rooms at Transportation District 1. We will be discussing our basic project design and asking for input from the people present. This is an excellent time to exchange preliminary information, and to make us aware of any impacts that the proposed highway design may have on your facilities. In addition, please come prepared to discuss potential right of way acquisition needs that your company may have.

We expect that there will be new storm sewer constructed under this highway project. Therefore, we'll need to know the depth of your sanitary sewer and water mains, and whether there are risers for any sanitary sewer laterals which could conflict with new storm sewer. [USE THIS LANGUAGE ONLY WHERE APPROPRIATE.]

The DOT discourages attachments to structures. Therefore, the reconstruction of the bridge at _____ provides an opportunity to design an alternate route for the gas main, sanitary sewer main, and communications cables that are currently attached to this bridge. We expect your company to find another route for your facility that would avoid an attachment to the new structure. Please come to the OPM prepared to discuss this issue. [ADAPT AS NEEDED AND USE WHERE APPROPRIATE.]

Enclosed are the following:

- 1) An 8 1/2" x 11" map of Rock County and 8 1/2" x 11" plat maps of the Towns of Center and Janesville, showing the location of this project.
- 2) A copy of the Concept Definition Report.
- 3) Three 11" x 17" preliminary plan sheets, marked 4.3, 4.4, and 4.5 in the upper right hand corner, and three 1"=100' scale preliminary sheets, marked A, B, and C.

Please bring copies of your system maps for your facilities in the area of this project to the meeting. These maps will be used to verify utility facility ownership on our plans.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions, please contact me at xxx-xxx-xxxx.

Sincerely,

Dustin Brunette
District Utilities Coordinator

Enclosures

Wisconsin Department of Transportation

September 22, 1994

Drew Grodsky
Dodgeville Water Utility
1114 Barnes Street
Dodgeville, WI 53533

Dear Mr. Grodsky:

Operational Planning Meeting Follow-up
Design Project 5255-03-00
Dodgeville - Spring Green Road
(Dodgeville-Percussion Rock Road)
STH 23 Iowa County

On September 20, 1994 an Operational Planning Meeting (OPM) was held for the above project. In our July 22, 1994 OPM invitation, I had requested information concerning your utility's facilities within the project limits, suggesting that you provide us with copies of your system maps.

I have not received these maps. I have included a project location map to help you in determining which portions of your facilities may be affected by this project. The system maps will help to correctly identify facility ownership on this project, and will enable the designer to try to minimize the conflicts with your facilities.

Please send a copy of your system maps in this area, along with any other pertinent information, to Dalton Brunette at the above address or notify me if you have no facilities within the project limits. If you have questions about this letter or the project, please call the Project Designer, Rinku Thagunna, at (xxx)-xxx-xxxx, or the Utility Coordinator for this project, Dalton Brunette, at (xxx)-xxx-xxxx.

Copies of the handouts and the notes from the Operational Planning Meeting are enclosed. These will help you in assessing the impacts of this project on your facilities.

Sincerely,

Brian J. Wilson, P.E.
District Design Supervisor

CORRESPONDENCE/MEMORANDUM STATE OF WISCONSIN

DATE: July 14, 1997

TO: District Chief Project Development Engineers
District Chief Systems Planning & Operations Engineers

FROM: John Haverberg, P.E., Director David I. Vieth, Director
Bureau of Highway Development Bureau of Highway Operations

SUBJECT: Utility Accommodation on Structures

The following process change for structures on Interstate, United States Highway (USH), and State Trunk Highway (STH) Systems is being implemented to enable the utility/structure accommodation decision to be made in a timely manner and prior to the submittal of the Structure Survey Report. In the past, there have been problems with utility accommodation requests after the structure design had commenced requiring structure plan revisions and project schedule modifications.

The process change is the result of a partnering effort between Transportation District 1 and the Bureau's of Highway Development and Highway Operations. We believe the product is an improvement that will be useful statewide. In addition, this process change will improve the ability of the Wisconsin Department of Transportation (DOT) to capture the costs of utility accommodation in accordance with the Utility Accommodation Policy. The change will go into effect for design projects with Operational Planning Meetings (OPM) or the start of final design on a major (EIS) project scheduled on or after October 1, 1997. The Facilities Development Manual (FDM), Bridge Manual, and Maintenance Manual will be updated to reflect this process change.

The DOT Utility Accommodation Policy, Section 96.23, states that utility structure attachments should be avoided. When a utility can **justify** that it must attach its facility to a structure, the utility has been accommodated by the issuance of a permit for the attachment. It is also DOT policy that the utility shall be responsible for all DOT costs associated with such attachments including, but not limited to, additional design time, increased bridge deck thickness, and future bridge maintenance. In the past, DOT has not uniformly enforced the policy of charging utilities for the additional design, construction, and maintenance costs incurred due to utility structure attachments.

The following procedure is created regarding utility accommodation on structures:

1. At the OPM or at a special utility meeting after the OPM, all utilities present will be informed that if a structure attachment can not be avoided, a request along with justification for the structure attachment shall be submitted no later than a date hereinafter referred to as the Utility Structure Attachment Deadline (USAD). The justification should be sufficient to prove that there are no reasonable alternatives for the utility other than attaching to the structure. The USAD should be a date selected by the project manager sufficiently in advance of the date for structure survey report submittal to enable the district to analyze the justification. The letter inviting the utilities to the OPM or special meeting or alerting the utilities of the start of final design on a major (EIS) project should emphasize that utility accommodation decisions need to be made in advance of structure design in order to accommodate the utility on the structure and that the USAD is the date selected for the receipt of requests. It should be emphasized that utility requests for structure attachments received after the USAD will be denied unless the utility can justify the reason for the delay in the accommodation request.

2. If any requests for structure attachments are received, the district shall analyze the request, solicit further information from the utility if necessary, and involve Bureau of Highway Operations personnel as necessary. The Preliminary Structures and Hydraulics Unit of the Bureau of Highway Development shall be consulted to provide their input on the structural and cost impact of the utility accommodation. Based upon the input received, the district shall make the decision on whether the utility meets the Utility Accommodation Policy requirements and can be accommodated on the structure. The district shall send a letter to the utility notifying them of whether or not its facility will be accommodated on the structure. If the decision is for accommodation, a copy of this letter shall be attached to the Structure Survey Report. The utility shall provide a general engineering layout with the submittal of all requests for utility accommodation on a structure. This layout shall also be attached to the Structure Survey Report.
3. The district shall request an estimate of design and construction costs from the Preliminary Structures and Hydraulics Unit in the Bureau of Highway Development. This lump sum estimate of costs shall be incorporated into a letter agreement with the utility for reimbursement of these costs. Generally, design and construction costs will only include the effort to provide box outs for the utility in the substructure units, hanger accommodation on the deck, and sufficient structural capacity to support the utility. Hangers, pipe supports, diaphragms, and all other hardware shall be designed by the utility and provided by the utility to the structure contractor. This letter agreement shall be combined with the letter discussed in Article 2 above. The letter agreement also establishes that the utility shall be responsible for all future maintenance costs associated with the attachment. These include the increased costs for structure inspections, painting, repairs, and redecking that the Department may incur due to the attachment's interference with these operations. The utility will be billed for these costs at the time they occur. A sample approval letter/agreement is attached to this memo. The utility shall attach a signed approval/agreement letter with a check made out to the Wisconsin Department of Transportation for the additional design and construction costs for structure attachment to the *Application/Permit to Construct and Operate Utility Facilities on Highway Right-of-Way* as outlined in the DOT Utility Accommodation Policy. The district utility permit coordinator shall submit the signed letter agreement and check to the Department Cashier in the Bureau of Financial Services.

This process change clarifies the procedure for accommodating utilities on Interstate, USH, and STH structures and enhances the method for DOT to capture the cost of accommodation. The scheduling portion of this process change should be used on County Trunk Highway, local, and connecting highway bridges enabling timely decisions on structure accommodation and incorporation in the structure design.

SAMPLE APPROVAL LETTER/AGREEMENT

[September 22, 2004]

[Name of Utility Representative]

[Address of Utility]

Dear [Name of Utility Representative]

Project I.D. [Project I.D.]

[Project Title, Structure Number, Highway, County]

Your request to attach your [type of facility (i.e.) fiber optic conduit, sanitary sewer, gas main, etc.] to Structure [structure number] is approved.

Your company shall be responsible for all Department costs associated with the attachment including, but not limited to, the additional design time and increased structure cost. We estimate the cost of additional design engineering and structure cost to be a lump sum of \$_____. Your company shall also be responsible for all future maintenance costs associated with the attachment. These include the increased costs for structure inspections, painting, repairs, and redecking that the Department may incur due to the attachment's interference with these operations. Your company will be billed for these costs at the time they occur. All this is in accordance with the Department's *Utility Accommodation Policy*.

When you send in your "Application/Permit to Construct and Operate Utility Facilities on Highway Right-of-Way" to me, please attach this signed letter agreement and a check made out to the Wisconsin Department of Transportation for the above amount.

Sincerely,

Accepted/Approved for

[district utility permit coordinator
or as determined by the district]

[name of and title of utility
representative]

Date

cc: District Utility Coordinator

Procedure for Purchasing Street Lighting from Local Utility

This procedure is for use with investor-owned electric utility companies. Street lighting that is to be constructed by municipally owned electric utilities should use other types of contract agreements. The Office of General Counsel has stated that the Department views the Municipality and the Municipally owned utility as the same entity and therefore the use of other types of local agreements is recommended.

1. **District** establishes a project in a municipal area. **Municipality** expresses a desire to have new/revised street lighting in the project area. The preferred method of providing street lighting is to include the street lighting work in the let highway improvement project. If that method is not acceptable to the local government, use the following procedure.
2. The **District** receives request from **Municipality** to have local electric utility install and maintain street lighting system. There must be an associated highway improvement project. WisDOT will not be involved in stand-alone street lighting projects.
3. The **Municipality** must provide a cost effectiveness finding that shows it is in the public interest to contract with the local utility for the street lighting system. This finding should give the reasons why the Municipality wants to use the local electric utility to do the work. Long-term maintenance costs can be considered in their justification.

The procedure for cost effectiveness findings in Facilities Development Manual Procedure 3-20-12 applies except that at this time there are no programmatic exceptions for street lighting. There may be in the future, but there are none now. Also, Procedure 3-20-12 was written for non-competitive bid contracts with local units of government, so some of the guidance does not apply. A purchase order for street lighting is not an Agreed Unit Price (AUP), a Service & Supply (S&S) or a Cost Reimbursement Contract (CRC).

4. If **District** does not want to go forward, they notify **Municipality** that the request was denied. If the **District** concurs, they approve the cost effectiveness finding and forward it to **FHWA** for concurrence if it is a Federal Oversight Project. If the **FHWA** concurs with the cost effectiveness finding, the district proceeds to the next step. *(Note: there must be sufficient money programmed within the project budget to include street lighting. There is no special pot of money set aside for street lighting. It must come from existing funding sources.)*

5. The **District** authorizes the **Municipality** to obtain a cost estimate from the local electric utility for the work to be done. *(They may have done this already and it may have been part of their cost effectiveness finding. If so, that cost estimate may be used.)* The Public Service Commission regulates the utility company rates, which will vary over time as material and labor prices change. The estimate at this time, which may be several years prior to construction, is just a preliminary estimate so that we may set up the project and schedule the dollar amount. A final estimate will be obtained prior to creating the purchase order.

6. The **District** sends a copy of the approved cost effectiveness finding to the **State Utility Engineer** in the Bureau of Highway Development Design Services Section (currently, Ernie Peterson). The **State Utility Engineer** will determine if spending authority is available in the scheduled construction year. If the spending authority is still available the **District** will be notified to proceed with scheduling a project. If additional spending authority is not available, the **District** will be notified that they cannot proceed with purchasing street lighting using this process.

Note: The Department has received a waiver from the competitive bidding process for street lighting to be constructed by local electric utility companies. This spending authority is currently capped at \$600,000 per year. The State Utility Engineer is responsible for monitoring this spending authority.

7. Using the estimate the **District** develops an agreement or modifies the existing Project Agreement with the **Municipality** to participate in the costs of the street lighting according to the current cost sharing policy. The agreement should make it clear that the **Municipality** is responsible for supplying power to and maintaining the system.

8. The **District** schedules a project in FIIPS for the work in the appropriate construction season. Notify the State Utility Engineer (Ernie Peterson) of the street lighting project ID number. *(See additional notes on scheduling a project on [Page 4](#) of this figure.)*

9. The **District** enters into a “preliminary” letter agreement (sample on [Page 5](#) of this figure) with the local electric **Utility** to provide the street lighting. Utility companies require that the agreement be with the customer but most of them have agreed to accept an agreement from the Department. The **Municipality** must also enter into an agreement with the local electric utility for supplying the power and the maintenance of the street lighting system.

(Note: Most electric companies adjust their rates annually, and cannot enter into an agreement more than one year prior to construction. The estimated dollar amounts prior to that cannot be guaranteed, but are a good basis for establishing the dollar value of a project.)

10. When the construction season approaches, the **District** obtains a “final” letter agreement with revised prices from the **Utility**. This is similar to the “preliminary” letter agreement except that the costs are binding unless the scope of the work changes. The District TIPS Coordinator uses the “final” letter agreement with the **Utility** to create a Purchase Order for the work. This is the encumbering stage. The purchase order needs a commodity code (a special one was established by Greg Jacobson), Project ID, Description ~ “Utility Services as attached”, etc. A copy of the “final” letter agreement with the **Utility** would be attached to the Purchase Order.

(Note: Purchase orders are generally only good for about a year. Creating a Purchase Order several years in advance of construction may cause problems for the purchasing people within the district. PSC tariffs require that the utility company collect the money before the work is done. However, given the fact that the purchaser is the State most utility companies are willing to do the work first and then bill us.)

11. **Utility** does work & invoices **District**.
12. **District** receives invoice from **Utility** and verifies that the work is done.
13. **District TIPS Coordinator** sends payment to **Utility**.
14. **Municipality** pays their share as part of the normal Project Agreement process.
15. Project is closed out.

NOTES:

There is no special funding set aside specifically for street lighting.

A waiver from the competitive bidding process has been approved, but the amount of money that can be spent using this process in a given year is limited, currently the limit is \$600,000.

Projects must be funded according to normal policies and practices.

The current cost sharing policy regarding street lighting applies to these projects.

Permits for the lighting will still have to be obtained from the maintaining authority. The lighting design must meet the current lighting standards.

Setting up a Street Lighting Project Using Local Electric Utility in FIIPS

PROJECT DESCRIPTION SCREEN

1. Legislative Subprogram = As appropriate. 303 will be most typical
2. Functional Type = Construction
3. WisDOT Program = State 3R - Allocated if 303 work.
4. Proratable Eligible = Yes
5. Improvement Concept = As appropriate, Reconstruction - Preservation will be most typical.
6. Improvement Work Type(s) = Lighting

ESTIMATE SCREEN

1. Component Type = MIS (primary component...no delivery)

Note: There is no utility agreement here as in normal utility type projects. A purchase order will be created with the local utility for the entire amount of the work. SPO staff will get this P.O. from the PDS staff.

2. Component Schedule Date = 25th of the month.

FUNDING SCREEN

1. Most projects will be state/local (i.e. state appropriation 363, 373).

Location and other FIIPS data should be entered as appropriate for the project. Please contact Bob Wharton or Michelle Gavin if you have other FIIPS questions.

Sample Letter Agreement

November 4, 2002

Project Manager
WIDOT
PO Box ###
District City, WI #####

RE: Street Lighting located on STH ## in the Town of Anytown.
Our Electric Company Utility Company Work Order # (optional)
WIDOT Project Number: #####-##-##

Dear _____:

Our Electric Company has received a request from the Wisconsin Department of Transportation for the relocation or removal of streetlights and/or poles and the installation of new lighting as detailed below:

Work	Fixture HPS/MH	Wattage	Pole #	Location
Relocate	Cobra-SCO HPS	100 watt	##-####	Move Pole 5' Back To Accommodate New Curb Radius
Remove	Cobra-FCO HPS	150 watt	##-####	Intersection of Main & North
Install 40 Poles & fixtures	XXXXXX XXX	150 watt		Elm Street to Barnes Street on Highway 11

Additional Information:

The charge for this relocation or removal is \$XXX, and does/does not include site restoration. Our Electric Company will bill the Wisconsin Department of Transportation for the charges associated with this project on completion of Our Electric Company's portion of the project. Upon completion of this work, the associated monthly charges based on the tariff rate(s) will be adjusted on the customer's monthly billing statement as of the effective date of the changes.

The timing of the work will be coordinated with the highway construction project contractor.

Our Electric Company has designed this project to conform to the Illuminating Engineering Society's minimum standard for continuous roadway lighting levels.

Our Electric Company will:

- 1) **Adequately maintain the facilities and provide continuous service in compliance with Wisconsin Public Service Commission rules and regulations,**
- 2) **Utilize agreed upon accounting and rate determination practices in compliance with Wisconsin Public Service Commission rules and regulations and the Code of Federal Regulations, Title 23, Chapter I, Section 645, Utilities.**
- 3) **Relinquish ownership and possession of all involved lighting facilities to the State/municipality should the Utility Company either go out of business or be sold to another company who is unwilling to abide by the terms of the agreement.**

In order for Our Electric Company to perform this work, written authorization is required of both the local municipality and WisDOT, please sign this letter and return it in the enclosed envelope. Our Electric Company will bill WisDOT for the cost associated with this project upon completion of the project. This work order will be released to construction for scheduling after this authorization has been received and all contingencies have been met.

If you have any questions, please call me at xxx-xxx-xxxx.

Sincerely,

Brian Pagel

WisDOT GUIDE TO UTILITY COORDINATION

Authorization is given for street lighting on STH XX for Our Electric Company Work Order ###

By: _____ Date: _____

Print Name: _____ Title: _____

NOTE to Designers/Electric Company Staff: The bold wording above is required, inserting the proper utility company name, of course. Add additional wording or information to address any project specific situations, such as “The lighting system was designed by Emerald City Engineering and approved by WisDOT Permit Number 2641.”

Cost Effectiveness Finding Example:

Date:

To: _____, PE
Project Development Chief
Division of Transportation Districts, District #

From: _____, D# PDS

Subject: Cost Effectiveness Finding
Purchasing Street Lighting From Local Utility
Project ID 9535-02-78
Mueller and Alfred Streets
STH 97
Village of Athens
Marathon County

The Village of Athens has submitted a request to purchase street lighting from the local electric utility, _____, as part of the above mentioned highway improvement project. A special project ID number, 9539-02-78, has been established just for the street lighting.

The attached documentation identifies cost savings in design, construction and maintenance.

I believe that the documentation shows that this request to purchase street lighting by use of a Purchase Order is in the public interest.

District Project Leader

Date

I concur:

District Project Development Chief

Date

cc: D# SPO
Village of Athens
Ernie Peterson, State Utility Engineer

Village of Athens Letterhead

Date:

Project Leader

District #

Street

City, WI 54449

The Village of Athens requests permission to have Xcel Energy install the street lighting on highway improvement project 9535-02-07, STH 97 – Mueller and Alfred Streets.

We consider the performance of this work with the local utility to be in the public interest on the basis that:

1. The anticipated cost of labor, equipment and materials will be less than that which could be expected through the competitive bidding process. (See attached proposal from Xcel and a cost estimate based on past bid prices.)
2. The utility company staff is properly trained and equipped to perform the proposed work. The Village does not have staff that is qualified to maintain the lighting system.
3. The Village has a long-term agreement with Xcel to maintain the existing lighting system. Xcel requests that if they are to maintain the proposed lighting system, they install the above ground fixtures to established company and WisDOT standards. It would be an inconvenience and wasteful for the Village to make other arrangements for the maintenance of the lighting fixtures involved in this project.
4. The Village does not want to maintain an inventory of spare parts for the lighting system. It is more efficient and cost effective if the local utility company keeps an inventory of spare parts that will be needed to replace and maintain the lighting system.

Village President

Date

5.4.8 Street Lighting

Replacement street lighting necessitated by the street or road construction is eligible if the affected jurisdiction(s) agree to accept responsibility for the energy, operation, maintenance, and replacement of the lighting system (including associated costs). In urban areas, provided the affected local jurisdiction(s) agree to accept responsibility for the energy, operation, maintenance, and replacement of the lighting system (including associated costs), new continuous street lighting designed to national standards adopted by WisDOT is 50 percent eligible.

WisDOT will participate in the costs of new continuous street lighting only if they are installed at the time of project construction, except as it may qualify under special funding programs specifically for lighting. Where an alternate design acceptable to WisDOT is installed, 50 percent of the cost equivalent to lighting meeting WisDOT standards is eligible, not to exceed 50 percent of actual costs.

Chapter 5

UTILITY PERMIT REVIEW BY DESIGNER

GENERAL

Throughout the Design Process, utility companies submit requests for permits to install new facilities and adjust existing facilities within the highway R/W. Once a project has been put in the Six Year Improvement Program, it is the responsibility of the Designer for that project to review all permit applications along the proposed project route. The Designer should determine whether the utility would interfere with any proposed roadway construction. The purpose of this review is to eliminate expensive relocation costs due to the highway project. It is more economical and efficient to revise utility plans prior to construction, than to relocate the conflicting facilities later.

The Designer is directed to Procedure 11-40-1 of the Facilities Development Manual that states: *"Above ground utility features such as poles, guy wires, pedestals, etc. shall be relocated outside the minimum clear zone and, in accordance with Departmental policy, at or as near as practicable to the right of way line. In addition, above ground utility features should not be allowed near ditch bottoms or on the ditch foreslope"*.

Note: Utility companies have a legal right to occupy highway right of way through a permit process.

The Utility Permit is received by the Utility Unit, which then forwards the permit, along with a comment sheet, to the Designer for review and comment, and then to other appropriate sections.

NOTE: A designer cannot sign a utility permit; they just review the permit for conflicts with the roadway design. The permit must be approved by the District Permit Coordinator.

WisDOT is not the permitting authority on connecting highways and County or local roads. However, some jurisdictions do route a utility permit past WisDOT if they are aware of an upcoming project. Unfortunately this is the exception and not the rule. If a designer is working on a connecting highway or local road, it is a good idea to encourage the permitting authority to send a copy of the new permits to the designer for review prior to approval. The designer should review the permits to be sure the work planned is compatible with the improvement project. This can save time and money during the construction process, and could eliminate a possible delay.

There are three general time frames during the life of an improvement project. These three time frames, and the permit review steps that need to be taken by the designer during each step, are discussed below.

EARLY IN PROJECT DEVELOPMENT

At this stage of the project design the Designer generally doesn't have a good feel for specific design details. When reviewing the permit, the Designer is limited to checking for obvious conflicts with the proposed construction.

The Utility Unit will photocopy the comment sheet and the cover of the permit. This copy will be kept in the Utility Unit file to help retrieve the actual permit from the District files if needed at a later date.

The Designer should make copies of the proposed facility drawings, and keep these in mind during later stages of the design process. Also, the Designer must remember to ask for a new utility location survey in the areas where the facilities have been significantly altered.

The Designer must sign and date the comment sheet that is attached to the permit, and include any appropriate remarks. In some cases, the only remark may be: "Project design is too preliminary at this time to determine if there are any conflicts."

DURING PRELIMINARY DESIGN

At this stage of the project design, the Designer generally has rough cross sections with some proposed slope intercepts and a rough idea of new R/W required. The Designer should review the utility permit as closely as possible to determine if any potential conflicts are evident. The Designer's comments should be as specific as possible, yet kept on the conservative side, because changes may occur during final design. The Designer should be especially conscious of the depth of underground facilities in grading areas. Storm sewers, culvert pipes, and other proposed drainage structures, should be noted, and potential problem areas should be spelled out in the Designer's remarks. If the proposed ditch cut is 2 feet at this time, the Designer might wish to say "the cut will be 2 to 3 feet in this area". This will provide some flexibility during final design.

One frequently overlooked conflict during preliminary design is the Temporary Limited Easements needed for driveway alterations or slope adjustments. The work required in these easements can affect both underground and overhead utility facilities.

DURING FINAL DESIGN AND LATER

The review of utility permits during this stage of design is particularly crucial. By now, the Designer has a good idea of what will be built. Utility permits that are processed during this time frame are often closely tied to the project itself. These utility relocations are generally caused by the highway project. It is very important that any conflicts between the permit and the proposed roadway project are identified at this time. Failure to do so is costly to the utility, the DOT, and to the highway contractor. A lengthy delay can be disastrous to projects with a tight construction timeframe.

DRIVEWAYS

When reviewing a utility permit it is important to consider the locations of future driveways and field entrances. Utility pole and pedestal locations must be moved to avoid conflicts with proposed entrances.

EXPECTED TURNAROUND TIME

During early or preliminary design, the Designer should review a permit within 2 to 3 days of receiving it, and return his/her comments to the Utility Coordinator.

During final design, it is recognized that the permit review process is more time consuming since there are more design details to check for conflicts. The Designer should review the permit and return comments to the Utility Coordinator within 5 working days of receipt of the permit.

WHAT TO CHECK

The Designer should make a detailed review of utility company relocation plans. The review may include work both within the right of way and outside of the right of way.

Examples of items that should be evaluated for any work within the highway right of way or temporary easement areas are as follows:

1. Check the locations of proposed utility facilities against highway plan details to identify potential conflicts that need to be resolved. These details include slope intercept lines; fill heights, private driveways, culvert and sewer installations, structure construction, temporary roads and stage construction.
2. Determine if proposed above ground facilities are within the clear zone established for the project.
3. Determine if new overhead facilities provide adequate aerial clearances in locations where cranes will be working.
4. Determine if above ground facilities are located in areas of intersection vision corners.
5. On freeways and other controlled access highways, determine whether all above ground facilities and access points to underground facilities are located outside controlled access lines or fences.
6. If the utility plan shows future expansion of their facilities, check the future locations against the highway plans.
7. For TRANS 220 projects, designers must adhere to the process of TRANS 220.05(7) if the owner's work plan/permit is not compatible or reasonable.
8. Determine if erosion control measures are adequate, especially in environmentally sensitive areas.

Conflicts between the highway and proposed utility relocation should be discussed with the utility. The designer should provide any needed assistance to the utility in their redesign.

Chapter 6

INFORMATIONAL MEETINGS

FIRST INFORMATIONAL MEETING

All utilities should be invited to the Informational Meeting. The invitation should inform the utility that their representative will be called upon to explain what relocations may be required for their company's facilities. They should be prepared to indicate where they would like to put their new facilities, if they know at this time.

This is an opportunity to inform the public that they may be contacted by the utilities regarding the acquisition of easements. This may occur during the same time that the Department of Transportation (DOT) is negotiating with the property owners. The utility representative should be prepared to answer questions from the general public.

The property owners need to understand the big picture. They need to know what all is involved with the highway project, so that they can better realize the various steps that have to occur, and thus better comprehend the timeframe of the entire project. Property owners have a tough time understanding why it will take all summer to build the road in front of their house. The more we can do to let them know what all is involved the easier it will be for the project manager during construction. No one likes to be inconvenienced by highway construction. The project is never completed soon enough.

In addition to the impact of utility relocations on the scheduling of the highway project, the property owner often wants to know what the utility is planning to do. What side of the road are the poles going to be on? Where are the cables or pedestals going to be in relation to the property line?

A sample letter of invitation to the informational meetings is shown in [Figure 6-1](#).

ADDITIONAL INFORMATIONAL MEETINGS

All utilities should be invited to every Informational Meeting. The purpose of the meeting should be explained in the letter of invitation, along with an explanation of any plan changes since the last meeting. If the project is essentially unchanged, the utility may elect not to send a representative. The only time a utility should be called upon after the first informational meeting would be to explain how the changes to the plan that have occurred since the last meeting will affect their planned facility. Questions from the public may be answered by the utility at any informational meeting.

[Figure 6-2](#) is an example invitation to a second informational meeting, when there were no significant changes to the plan. [Figure 6-3](#) is an example invitation where changes to the alignment have taken place.

Wisconsin Department of Transportation

April 5, 1990

Sundstrand Telephone Company
Attn: James A. Buerosse
301 W. Division St.
Rockford, IL 60210

Subject: Project I.D. 5255-03-00
Dodgeville - Spring Green Road
(Dodgeville - Percussion Rock Road Section)
STH 23 Iowa County

The Wisconsin Department of Transportation has scheduled a Public Informational Meeting for local officials, property owners, and others interested in the above proposed project on Highway 23.

The meeting has been scheduled as follows:

Date: Tuesday, May 8, 1990

Time: 7:00 PM to 10:00 PM

Place: The Boiled Frog Supper Club, Dodgeville

There will be a formal presentation by DOT personnel at 7:00 PM. The presentation will consist of an overview of the proposed project. The presentation should take about 1/2 hour. General questions from the audience will be answered by DOT staff during the presentation. After the presentation, DOT staff will be available to talk to property owners on an individual basis.

It would be beneficial if a representative of your company could attend this meeting. The representative will be called upon to explain to the public the impact of this project on your existing facilities. If you have a general relocation plan at this time, it would be advisable to inform the public of any changes that may occur. Also, if you intend to acquire easements, this would be an opportunity to notify property owners that you may be contacting them in the future.

If you have any questions regarding this project, or the meeting, please contact me at (xxx)-xxx-xxxx, or the Project Designer, Brian Wilson at (xxx)-xxx-xxxx.

Sincerely,

Ernest J. Peterson
District Design Supervisor

Wisconsin Department of Transportation

April 10, 1991

Sundstrand Telephone Company
Attn: James A. Buerosse
301 W. Division St.
Rockford, IL 60210

Subject: Project I.D. 5255-03-00
Dodgeville - Spring Green Road
(Dodgeville - Percussion Rock Road Section)
STH 23 Iowa County

The Wisconsin Department of Transportation has scheduled an Open House for local officials, property owners, and others interested in the above proposed project on Highway 23.

The meeting has been scheduled as follows:

Date: Tuesday, May 14, 1991
Time: 6:30 PM to 10:00 PM
Place: The Boiled Frog Supper Club, Dodgeville

There have been no substantial changes to the plan in the past year. The format for this meeting will be an informal open house. Members of our staff will be available to answer questions on an individual basis. There will be no formal presentation.

If you have any questions regarding this project, or the meeting, please contact me at (xxx)-xxx-xxxx, or the Project Designer, Brian Wilson at (xxx)-xxx-xxxx.

Sincerely,

Ernest J. Peterson
District Design Supervisor

Wisconsin Department of Transportation

April 10, 1991

Sundstrand Telephone Company
Attn: James Buerosse
301 W. Division St.
Rockford, IL 60210

Subject: Project I.D. 5255-03-00
Dodgeville - Spring Green Road
(Dodgeville - Percussion Rock Road Section)
STH 23 Iowa County

The Wisconsin Department of Transportation has scheduled a Public Informational Meeting for local officials, property owners, and others interested in the above proposed project on Highway 23.

The meeting has been scheduled as follows:

Date: Tuesday, May 14, 1991

Time: 7:00 PM to 10:00 PM

Place: The Boiled Frog Supper Club, Dodgeville

There will be a formal presentation by DOT personnel at 7:00 PM. The presentation will consist of an overview of the proposed project. The presentation should take about 1/2 hour. General questions from the audience will be answered by DOT staff during the presentation. After the presentation, DOT staff will be available to talk to property owners on an individual basis.

There has been a change in the alignment and profile of the northern 3 miles of this project since the last informational meeting a year ago. These changes will affect your facilities. The new alignment is on relocation west of the Fan's Hill Quarry. The existing roadway in this area will be obliterated, and the land will revert to the adjacent property owner.

It would be beneficial if a representative of your company could attend this meeting. The representative will be called upon to explain to the public the impact of the above changes on your existing facilities. If you have a general relocation plan at this time, it would be advisable to inform the public of any changes that may occur. Also, if you intend to acquire easements, this would be an opportunity to notify property owners that you may be contacting them in the future.

If you have any questions regarding this project, or the meeting, please contact me at (xxx)-xxx-xxxx, or the Project Designer, Brian Wilson at (xxx)-xxx-xxxx.

Sincerely,

Chapter 7

DESIGN STUDY REPORT

GENERAL

The Design Study Report (DSR) is an important report that explains the design parameters and serves to document various design decisions that have been made during the preliminary design process.

The information in the DSR can be used to inform the various utilities of the scope of the improvement project. The notices, or letters, that are sent to the utilities should contain a synopsis of the project. The information for the synopsis can be obtained by reading the DSR and by talking to the Project Manager.

The file copy of the Design Study Report should be routed through the Utility Unit. They will make copies of the portions of the DSR that will assist in explaining the project. The Utility Unit should always be notified of any changes to the design that may affect the utilities on the project.

REPORT FORMAT

The Design Study Report, as stated in the Facilities Development Manual [Procedure 3-15-25](#), should include a discussion of potential conflicts between the proposed highway improvement and the existing utility facilities in the area.

In the discussion of the **present facility**, the UTILITY section is between STRUCTURES and RAILROAD CROSSINGS. In this section, the designer should explain in general terms what utility facilities are in the project area. For example, if there is a telephone cable or a gas main attached to the underside of a bridge, this should be mentioned because it will have an impact on how the bridge can be reconstructed or redecked and it will affect the cost of the project. Also, if there is a large utility facility, such as an electrical substation, a sanitary sewer lift station, a gas pipeline regulator pit, or any other large and/or expensive utility facility, this should be mentioned in the DSR because it will have an impact on your final design decisions. (Avoiding a sanitary sewer lift station will save money but limits your alignment choices.)

In the discussion of the **proposed improvement**, the UTILITY section is between REAL ESTATE and RAILROADS. This section of the DSR should explain how the utility facilities are going to be accommodated in the proposed design. For example, how are the cables or mains going to be supported during the redecking or replacement of the bridge. Are we building a retaining wall, or providing beam guard protection to avoid moving a gas regulator pit? Are we going to adjust the fence location to assure that the utility poles are outside of the fence? Will we adjust the locations of sound barriers, landscaping, signs, inlets, or manholes to avoid conflicts with existing utility facilities? Are we shifting the alignment to avoid relocating a

sanitary sewer lift station? Are we buying sufficient right of way to accommodate utility

facilities? These are the kinds of things that should be mentioned in this section of the DSR.

It should be noted that the Utility Accommodation Policy discourages utility facility attachments to structures. Any attachment to a structure requires an agreement with the utility and approval of the District Maintenance Section. Current statewide opinion is that attachment to a structure should be the last resort, and only considered after the utility company has proven that other alternatives are either impractical or that they would cause an economic hardship. For additional discussion on utility attachments to structures, see [Chapter 4](#), Figure 4-3, "Utility Accommodation on Structures Policy".

An example of the utility portions of a Design Study Report is shown in [Figure 7-1](#). If you have any questions about what to include in the UTILITY section of the DSR for your project, contact the Utility Coordinator for your area. A list of the Utility Coordinators is included in Chapter 1, [INTRODUCTION](#), of this WisDOT Guide to Utility Coordination.

AFTER THE DSR

The Designer should always think about possible impacts on utilities when making changes to the plan. This is one aspect of design that is often overlooked. **TRANS 220 requires that the Designer send the utility company a copy of the final plan with all of the changes from the previously submitted plan highlighted.**

For a typical plan, the Designer will send a plan to the utility company that is complete enough for the utility company to determine conflicts with their facilities and to do their design. This plan is normally sent shortly after the DSR and/or right of way plat is completed. Any changes made after that time must be highlighted and sent to the utility companies with an extension of the utility work plan due date. It is the Designer's responsibility to keep track of all changes, and to notify the utilities about those changes.

WisDOT GUIDE TO UTILITY COORDINATION

Design Study Report
Project I.D. 5390-01-03
Janesville - Edgerton Road
(CTH "F" Bridge)
USH 51 Rock County

PRESENT FACILITY

STRUCTURES

B-53-469: The existing structure is a 190 foot (57.9m) concrete 3-span bridge over CTH "F" which was built in 1939. It has a sufficiency rating of 18.8. A 1-1/2 inch (38.1mm) asphaltic overlay was added in 1978.

* CLEAR ROADWAY WIDTH The clear roadway width is 30 feet (9.1m)

* STRUCTURE CAPACITY 20 Ton

UTILITIES

Ameritech, Inc. has a 600-pair underground cable attached to the bridge in conduit. The City of Janesville has a 30-inch gravity flow sanitary sewer attached to the bridge.

RAILROAD CROSSINGS

None

|
|
|

PROPOSED IMPROVEMENT

REAL ESTATE

None Required

UTILITIES

Ameritech Inc. was informed that DOT discourages utility attachments to bridges. They (Ameritech) are assessing alternative routes and will relocate their facility off of the proposed structure.

The City of Janesville will attach their 30-inch gravity flow sanitary sewer to the proposed structure. They have investigated other possible locations for this sanitary sewer and because of the gravity flow were unable to find a practical alternative. The City will provide the necessary design information needed to accommodate their sewer to the bridge designer. The City has received preliminary approval to attach to the bridge from the District Maintenance Section.

RAILROADS - None

Chapter 8

RIGHT OF WAY PLAT

GENERAL

Almost every highway has some utilities located within or adjacent to the highway right of way. A highway improvement project frequently requires some of these facilities to be relocated. When new right of way is purchased, a utility may be eligible for compensation for the relocation of some of its facilities. (See Chapter 11, [Utility Reimbursement Process](#), for additional information on compensation.)

The Right of Way (R/W) Plat is the first complete drawing showing proposed alignment and proposed right of way in relation to the existing highway, and giving stationing that can be related to the cross sections. The completed plat and plotted cross sections provide the basic information the utility company engineers need to start identifying conflicts, and determining where they may be able to put relocated or replacement facilities.

The Designer has an obligation to minimize the adverse impact of the highway improvement project on existing utility facilities. (State Statute 182.0175) If the existing facilities are not properly located and identified, the Designer cannot adequately fulfill this obligation. **Utility facilities must be field located.** Reliance on utility company facility maps (hard copy or electronic) for location of utilities **is not acceptable.**

ESTABLISHING NEW R/W LIMITS

Determining the R/W required for an improvement project is not always easy. Many points of view come into play, and the final design is not yet established at the time the R/W plat is completed. With this in mind, the Designer is urged to set the new R/W limits conservatively so that later design changes are easily accommodated. Also, the needs of utility companies should be taken into consideration during this process. Figure 8-1, a memo written in response to several problems encountered in District #1, is included to give the Designer insight into some of the items that should be considered in establishing needed right of way.

The information in this memo is relevant to all districts. The basic points of this memo can be summarized as:

1. Be sure the R/W is wide enough to provide flexibility in final design.
2. Consider constructability and future maintenance.
3. Consider the relocation needs of the utility facilities.
4. Streamline the R/W to minimize the number of jogs.
5. Provide room outside of the slope intercepts to accommodate the above.
6. On rural projects, the suggested minimum distance between the slope intercept and the R/W line is 10 feet. (FDM Procedure 12-55-1). On urban projects 10 feet may be excessive, and 5 feet may be more desirable. Less than 5 feet between the slope intercept and the R/W line will usually require Temporary Interests (TI's) in order to build the project.

SHOWING UTILITIES ON THE R/W PLAT

All utility facility location information shall conform to Quality Level B or Quality Level A as defined in the “American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02”. In summary, Quality Level B means that all utility location information must be field located. Quality Level A means that horizontal and vertical location as well as facility size and type information must be provided by exposing the structure and collecting the data. See the ASCE Standard Guideline document for additional detailed information on data quality levels.

All utility information within the area covered by the R/W plat should be shown on the plat. This includes both physical facilities and land rights information. The Designer may use a little discretion in this area. The intent is to show the utility system affected by the project. For example, facilities on a street parallel to the project need not be shown, unless they are connected to facilities affected by the project. **See the section later in this Chapter titled “Transportation Project Plats (Recorded R/W Plats)” for additional information on what utility facilities to show on recorded plats.**

For non-recorded plats, all utility facilities within existing or proposed right of way, both underground and surface, shall be shown on the plat. Overhead lines are usually not shown, but the poles supporting them (which are surface facilities) are shown. The plat shall also indicate the ownership of the utility facility. Note that recorded plats are only required to show utility facilities where a portion of the facility is compensable, but they may show all utility facilities.

Utilities are to be marked using the standard symbols as shown in [Figure 8-2](#) and in FDM [Procedure 15-5-30](#) Figures 1 and 2.

The intended purpose of a plat is for the purchase of land interests. As such it is not a construction document. Any construction activity should be done using the plan sheets that were developed for that purpose. However, since the development of the plat sheet is closely tied to the development of the plan sheets, the following discussion on “caution” symbols is included in this section. It should be noted that **“caution” symbols are not required on plats** because plats are not construction documents, but some designers may find it more efficient to include the “caution” symbols on plat sheets rather than adding them to the plan sheets that are created later. Showing the “caution” symbols is acceptable.

The CAUTION symbol should be used only for pipelines carrying combustible or explosive fluids. (FDM [Procedure 15-1-35](#) and 15-5-30 Figure 2) A blowup of a pipeline or gas main would cause a widespread catastrophe.

High voltage power lines would cause serious injury to any individuals in direct contact with the lines, but the nature of the damage is limited to the immediate area, and therefore a CAUTION symbol is not warranted. However, the HIGH VOLTAGE symbol (See [Figure 8-2](#) or FDM Procedure 15-5-30 Figure 2) is appropriate to show on electric transmission lines that are 69 kV and higher.

If a pole or pedestal has been accurately determined to lie either inside or outside of

the new right of way, its position on the plat should be slightly exaggerated to clearly demonstrate whether or not the facility is compensable.

NOTE: The center of the pole or pedestal is used to determine compensability.

The Designer should make sure that the locations of underground facilities match between plat sheets.

On each sheet of the plat, the ownership of the utility facilities shown must be identified. It is not unusual for utilities to change their names due to corporate reorganization, mergers, federal rulings, etc. The R/W plat should show the most current name of the utility, if it is known. However, it is acceptable to show the name of the company as shown on the easement documents.

All applicable land interests of utilities shall be shown on the R/W plat. This includes land owned by the utility as well as all easements, conveyance of rights documents from past highway projects, or use agreements obtained by the utility company.

General public utility easements established as part of land platting and certified surveys shall be shown and identified. (See Figure 8-9) However, only when these easements are located within new R/W and are actually occupied by a utility does a platted general public utility easement become a compensable utility parcel.

As mentioned above, utility land interests (**easements, conveyance of rights documents, etc.**) need to be shown on the plat. (See also FDM [Procedure 12-1-5](#)) However, because some utility easements are written in very general terms and cover an entire quarter-quarter, the plat only needs to reference the source document (by the recording information such as volume and page, document number, etc. which applies to the utility easement or conveyance of rights document. The notation should also include which parcels the easement applies to. Where specific physical boundaries of strip easements and use agreements can be identified, they may be shown as such. Easements shall be identified as shown in the examples in [Figures 8-3, 8-5, 8-9, and Figure 8-10](#).

Easements owned by a utility fall into two categories, occupied and unoccupied. An **occupied easement** is one in which a utility has some type of facility. An **unoccupied easement** is one that is owned by a utility but is currently unused, meaning that there is no utility facility in the easement area. Both types of easements shall be shown on the plat. The recording information of the easement, along with what parcels are affected by the easement has to be shown on the plat. (See [Figure 8-10](#)) You do not need to graphically show the limits of the easement, but in some cases that can be helpful and it is permissible to show the limits of the easement. Unoccupied easements more than 100 feet away from the new right of way need not be shown on the plat. Any release of rights document that is created for the highway improvement project needs to include all easements, both occupied and unoccupied.

If a utility with compensable facilities also has **land** (for example, at a company-owned sub-station) which the DOT will need to purchase for new right of way, the real estate parcel and

the utility parcel are different and must be assigned different parcel numbers. (See [Figures 8-5](#) and [8-6](#))

Utility facilities located in Temporary Interests (TI's, which can be either TLE's or Construction Permits) are compensable, and should be shown as a parcel on the plat. A temporary release of easement is needed to allow construction to take place in this area. This temporary release also serves as the vehicle to allow payment because it is a temporary release of a land right.

Sometimes utilities legally occupy private land via **unrecorded easements, verbal agreements, or prescriptive rights**. In this case there will not be any recorded documents and you should show the compensable utility facility without any reference to any recording information. See Parcels 46 and 47 in [Figure 8-7](#) for an example. Chapter 11 of this guide has more information regarding prescriptive rights.

When utilities sign a conveyance of rights document for a highway project they retain the right to future compensation for utility relocations caused by an improvement project. When there is an existing **conveyance of rights document from a previous project**, the utility facility is compensable and must be shown as such on the right of way plat. (See [Figure 8-11](#)).

Though not always necessary, a separate Utility Plan may be prepared to avoid showing all utilities on a cluttered R/W Plat. However, the compensable utilities located in the new acquisition areas must still be shown on the R/W Plat. The separate Utility Plan must contain the reference line, existing and proposed right of way lines, all existing utilities, slope intercepts, utility easements, and the proposed work. This separate Utility Plan will not be a part of the R/W Plat, but it must be completed at the same time as the plat if it is to be useful to the utilities. Please consult with the Utility Unit if you are considering developing a Utility Plan.

TRANS 233 SETBACKS

Trans. 233 affects the compensation of utility facilities in the highway setback area on land divisions created after February 1, 1999. The location of the setback line, the date of the creation of the land division, and the date of the placement of the utility facilities determine whether the utility facilities between the setback line and the right of way line are compensable. Therefore it is important to indicate the land division recording information on the right of way plat. For land divisions created after February 1, 1999 the land division document should be consulted to determine whether the utility facilities in the setback area should be shown as compensable or not. [Figures 8-12](#) and [8-13](#) are examples of a CSM and a subdivision showing the required information.

For a more thorough discussion of Trans. 233 and its impact on compensation of utility facilities, see Chapter 22, [TRANS 233](#).

COMPENSABLE UTILITIES

When a utility has facilities or land rights in the proposed right of way, the relocation of these

facilities and the release of the land rights are compensable. Compensable means that the DOT is required to offer to pay the relocation costs of the facilities, and must obtain the land rights from the utility company. If all of the utility facilities are within the existing right of way, the DOT does not pay the utility to relocate its facilities unless there is a conveyance of rights from a previous project. An example of compensable utility facilities on a R/W plat is shown in [Figure 8-3](#) and [Figure 8-7](#).

For utility poles, the location of the center of the pole is used to determine compensability. If the center of a pole is located on the R/W line or within the existing R/W, the pole is not considered compensable. There are times when exceptions are made for very large steel poles or structures, such as transmission towers. The compensability of large structures may be prorated based on the percentage of the structure on private lands. Other types of utility facilities other than poles or large structures should be treated in a similar manner. The center of the facility should be used to determine compensability or, if that is too difficult to determine, a prorated percentage based on the area inside the existing R/W versus the area outside of the existing R/W can be used. See [Figure 8-4](#). If any part of a utility facility is compensable, it should be shown on the plat as compensable. Check with the District Utility Unit if you are uncertain as to whether a facility should be shown as compensable.

Anchors and guy poles are compensable if the primary pole is compensable.

Service drops are not usually considered compensable. Service drops do not usually have an easement associated with them, so there is no land right to justify payment. (We generally do not consider prescriptive rights to apply to a service drop.) There are exceptions to this. If there is an easement associated with the service drop, the service drop would be compensable. Also, large service drops serving industries, public buildings such as schools, and other similar facilities would be considered compensable. These services more closely resemble a distribution line than a service connection. It is important to note that service drops are never excluded from an estimate. In general, the ratio of payment is based on the ratio of existing utility distribution facility on private land versus public land. In the case of a sewer main that is 50% on private land, 50% of the total bill, including service drops, would be compensable. In general, if none of the main is on private land, none of the work is considered compensable, even if some service connection work requires replacement of the service drop that is outside of the right of way.

In areas where a company holds easement rights that fall within new right of way, but has no actual facilities, a parcel **must** be shown.

Facilities or easements that fall within a Temporary Interest (Temporary Limited Easement or Construction Permit) or a Permanent Limited Easement (PLE) are compensable and should be identified as parcels on the plat.

The utility facilities and land rights within the new right of way shall be marked and identified with the owner's name and the parcel number. The utility companies and the parcel numbers shall be shown on the **Schedule of Interests** portion of the plat. The

Interest Required is a "Release of Rights". A sample Schedule of Interests is shown in

[Figure 8-6](#). In addition to the information shown in Figure 8-6, it is sometimes helpful to include the last two digits of the Utility Project ID on the Schedule of Interest, directly after the utility company name. This is particularly helpful when there are multiple plats for a project and where a utility company may have more than one utility agreement. Again, the Utility Project ID is optional.

It is possible for a utility facility within existing highway right of way to be compensable. This would occur when a utility has previously given DOT **a release of rights for an earlier project**. For example, in 1954 DOT purchased new right of way for STH 23 in Iowa County. GTE North gave DOT a release of rights at that time, but did not relocate their facilities. In 1992, the DOT again planned to reconstruct STH 23. GTE North was eligible for compensation on both the facilities in the right of way purchased in 1992 and the facilities in the right of way purchased in 1954. This was discovered by reading the language in the Conveyance of Rights from 1954, which was found in the title searches for the project. (See [Figure 8-11](#)).

An unusual situation occurs where **lands adjacent to a highway have been dedicated for highway purposes**. Although such lands will not appear on the plat as new R/W, it is possible that a utility located within the dedicated lands would be a compensable parcel if the utility's occupation of the lands pre-dates the dedication.

A related situation is where the utility has facilities in a land division "Highway Setback" area. It is possible that the facilities in the setback area are not compensable even though they are in a utility easement. This is only true for facilities placed after February 1, 1999. Any facilities placed prior to that date would be compensable. See Chapter 22, [TRANS 233](#), for additional information.

On projects involving a designated freeway (per State Statute.84.295) municipally owned utilities are 90% compensable. These facilities should be shown similar to compensable utility parcels, but they would be labeled as "Utility Agreement 101" or simply "UA 101" rather than parcel 101. They are not exactly a parcel, but they are compensable and need to be shown on the plat. They would be labeled on the applicable plat sheets and listed in the Schedule of Interests. When numbering the Utility Agreements start with "UA 101". If there are more than 100 parcels, but less than 200, start with "UA 201", and so on.

NONCOMPENSABLE UTILITIES

Utility facilities that are within the existing R/W are noncompensable unless a conveyance of rights was obtained on an earlier project. [Figure 8-8](#) shows noncompensable utilities on a R/W plat.

PRELIMINARY R/W PLAT

The base plat, which shows all the existing land information, should be submitted to the Utility Unit for their review prior to placing new right of way information on the plat. The Utility Unit will verify that all existing information is shown as required. This may save time and rework in later reviews.

A print of the Preliminary R/W Plat must be given to the Utility Unit for their review **at least one month prior to the completion of the final plat.** The Utility Unit will check to see that the utility facilities and land rights are shown properly. Changes and corrections that must be made will be submitted to the Designer prior to the completion of the R/W Plat that is submitted with the relocation order.

SIGNED R/W PLAT

A copy of the signed R/W plat, and all revisions that may affect utilities, must be given to the Utility Unit. The designer must provide the Utility Unit with a copy of the plat when it is first signed, and again whenever it is revised. At the same time, they will also need a set of mainline and side road cross-sections, as well as typical sections and intersection details. The Designer must provide these. For in-house projects additional sets of all of the above will be requested by the Utility Unit to send to all of the affected utilities. The Designer is responsible for furnishing the prints to the Utility Unit. On consultant projects refer to the contract to determine who is responsible for sending plats and plans to the utilities.

TRANSPORTATION PROJECT PLATS (RECORDED R/W PLATS)

A Transportation Project Plat (TPP) is a highway right of way plat that is recorded at the County Register of Deeds Office. It must contain the utility easement and all utility-related land interest information. They must also show existing utility facilities in the acquisition area and all other compensable utility facilities, such as facilities occupying areas where a Conveyance of Rights in Land document is in effect from a previous project.

When any part of a utility facility is compensable, all of that utility's facilities shall be shown on the TPP. This includes facilities in the new acquisition area, in the existing right of way, and in areas adjacent to the right of way. In most cases, sewer and water facilities are not compensable and will not be shown on plats. The exception is when the sewer or water utility owns an easement or on projects where a highway is designated as a freeway by State Statute 84.295.

The timing of the recording of TPP's is generally later in the project development process, usually after highway project plans have been sent to the utility companies. When the TPP is not recorded by the time the highway plans are sent to utility companies, this creates problems for utility coordination. A utility company will not be reimbursed for any design work they do prior to the relocation order approval date. If plans are sent to utility companies before the TPP is recorded, this fact must be mentioned in the cover letter that is sent with the plans if there is any compensable utility work. Also, the release of rights documents, either the Conveyance of Rights in Land or the Quitclaim deed, must reference the recorded plat in the legal description. Therefore, the utility coordinator cannot send out the release of rights document until after the TPP is recorded. If the TPP is not recorded at the time the highway plans are sent to the utilities, it is recommended that the utility coordinator send the release of rights document to the utility company with the approved utility agreement. A sample cover letter for sending the approved utility agreement and the

release of rights document is shown in [Figure 11-29](#), of Chapter 11, “Utility Reimbursement Process”, of this Guide.

When a TPP is recorded, the Register of Deeds will create an index for the TPP and all subsequently recorded documents are indexed to the TPP. Our release documents need to be indexed to the TPP. So, the legal description needs to contain a reference to the TPP and that means that the TPP has to be recorded prior to recording the release document.

The current method of operation does not require the recording of the TPP until just shortly before real estate is purchased, which is usually going to be after the Utility Coordinator has sent out the Project Plans packet of information to the utilities. In the past we included the release document in the Project Plans packet. We can no longer do that because the TPP won't be recorded at that time. Instead, the new process will have the release document sent to the utility company at the time the approved utility agreement is sent to the utility company. It is anticipated that the TPP will be recorded by this time and the appropriate legal description, including the recording information of the TPP, can be included in the release document. If for some reason the TPP is not recorded by the time the Utility Agreement is sent back to the utility company, the District has a problem and the project letting should probably be rescheduled.

To be fair, this is probably the way we should have been doing business. If you bought a house, you would not sign the deed before you had the approved agreement to purchase. So, while it adds to the process and is another thing that people must keep track of, it is more technically correct than what we were doing in the past.

The agreement states “For and in consideration of the conveyance by separate instrument to the State of Wisconsin of certain lands or interests or rights in said lands in which the Company holds a real property interest, the Department will pay...”, which means that the agreement is not valid until we receive the release document. We cannot pay any invoices until the release document is received and recorded. By signing the agreement the utility company has agreed to provide the release document. The PS&E can be submitted prior to the recording of the release document, and the project can be let prior to the recording, however, we cannot pay any invoices until after the release document is recorded.

If you are working on a R/W plat that will be recorded or filed at the Register of Deeds office contact your District Utility Coordinator for additional guidance.

COOPERATIVE ACQUISITION

In 1998 a law was passed (Statute 84.093) enabling the DOT to enter into agreements with utility companies for the acquisition, development and maintenance of right of way. This process is optional and will be decided on a project basis. If Cooperative Acquisition is used on a project, additional information regarding the land interests needed by the utility company must be shown on the plat. Statute 84.093, Cooperative acquisition of rights-of-way, is [Figure 8-14](#).

The decision to use Cooperative Acquisition should be made jointly by the District design, real estate, plat development and utility unit personnel. The decision to use Cooperative Acquisition should be made early in the design process so that the appropriate agreements can be developed and the additional information that is required on the plat can be added during the initial plat development process.

To date, Cooperative Acquisition has not been used on any projects, primarily because of many questions that have arisen regarding how it can be implemented. Additional guidance is provided in [Figure 8-15](#).

CORRESPONDENCE MEMORANDUM

DATE: March 1, 1991

TO: District 1 Designers

FROM: Ernest J. Peterson, District Utilities Engineer

(The basic concepts of this memo were approved by the District Technical Committee)

District #1 Guidelines for Establishing New R/W Limits

It has been District policy to minimize the R/W taken for an improvement project. In the past there has been pressure from farmers, environmentalists and other special interest groups to minimize the taking of farmland, wetland, woodland, and residential land. In response to this pressure, the District has implemented a policy that minimized R/W acquisition.

There are places where we must minimize highway R/W. For example, near historic buildings, parklands, and other 4f lands. However, I feel that we sometimes create problems for ourselves when we restrict the R/W.

There have been a number of projects where the slope intercept is approximately one foot from the R/W line. The R/W lines tend to zig-zag constantly throughout the project. This method of establishing R/W may have minimized the taking of land, but it has also caused problems during final design and construction. We create problems for ourselves when we are too conservative in establishing the initial R/W.

The R/W limits are determined during the preliminary design. During final design, it is not uncommon to change the grade in response to concerns of adjacent property owners, or to improve safety, or in response to other information that was not known at the time of the preliminary design. However, when the R/W is too restrictive, the designer loses the flexibility to change the grade without affecting R/W needs. This is sometimes compensated for by steepening slopes, or building curb and gutter or retaining walls. These alternatives compromise the safety of the roadway, even if they are acceptable design practices. The designer should put more emphasis on "streamlining" slope intercepts during the preliminary design so that later changes can be more easily accommodated.

We must also consider the accuracy of the data the designer has to work with. Technical Services acknowledges that cross sections can easily be off by 1.25 feet horizontally, and 0.2 to 0.3 foot vertically on PX mapping. The combination of the vertical and horizontal error magnifies the difference between cross section data and actual field conditions. If the original ground is wrong by one foot horizontally, that adds four feet to the slope intercept for a 4:1 slope. Add to this any vertical error, and the end result can be quite dramatic. When the R/W is established at one foot from the slope intercept, a one foot error on the cross sections puts the slope intercept out onto private land. This scenario is discovered during construction, and slopes are steepened. Again, the safety of the roadway is compromised.

The designer must also realize that there is other information that is not apparent until construction begins. Aerial mapping cannot pick up all of the information that affects the

proper design and construction of the roadway. While a field survey is always made to supplement the PX mapping, some information can go undetected by even the most experienced survey crew.

Sometimes old culvert pipes are uncovered during construction that are not shown on the plan. The pipe may be almost full, and not noticeable when driving on the road, but it may drain a low spot that was not picked up by the mapping and cross sections. There are other features that may be uncovered during construction that can cause changes to the design during construction.

Another aspect the designer should take into consideration is constructability.

- Contractors do not build slopes with a sharp angle point at the slope intercept. There is a rounding effect that occurs. The actual construction limits are extended by this rounding, although this is not shown on the plan this way.
- Slope stakes should not have to be placed on private property.
- Top soil storage, and room for equipment to operate should be given some thought during the design process.
- Rock cut information on plans is not always the same as what is found in the field during construction. Weathered rock, or rock at a different elevation than shown on the plan, can cause problems during construction which require changes to the cross sections.

The ability to maintain the highway after construction should also impact on the determination of R/W limits. Continually zigzagging the R/W creates problems in knowing where the R/W limits are. Tapers become obliterated by the loss of R/W marker posts at angle points. After construction is complete, stationing is not usually readily available in the field. While the Total Station equipment can simplify this task, this equipment is not readily available to Maintenance personnel and others who need to verify R/W locations. Accurate restoration of R/W marker posts becomes difficult without this equipment. With sign control and prevention of encroachments being given high priority by the FHWA, it is imperative to have easily recognizable R/W limits during field surveillance.

Once construction is complete, the District Maintenance Section is responsible for the repair of erosion and drainage problems. This becomes extremely difficult where the slope intercepts are at or near the R/W line. This is especially true on fenced highways. There should be a minimum of 15 feet between the slope intercept and the R/W line to allow equipment operation on the highway R/W when the need arises. This would prevent the disturbance of highway traffic, or the need to obtain approval from the adjacent property owner.

Now, let's examine the reasons for restricting the R/W:

Loss of farmland. When we improve an existing highway adjacent to farmland, there is a loss of productive farmland. However, farmers do not plow their fields or plant crops in a zigzag pattern. They prefer long straight stretches. Therefore, when our R/W is not uniform, we may be taking less farmland, but the actual loss of productive farmland is not significantly less. The farmer is not able to utilize the odd shaped land, and if he/she does, they are probably encroaching on the R/W in order to do so.

Loss of woodland. There is definitely a loss of woodlands. While trees are a renewable resource, it takes many years for the trees to grow to maturity. However, the loss of woodland habitat is somewhat offset by the gain in habitat suitable for small rodents and predatory birds and animals. Reduced mowing of roadsides has increased wildlife habitat in some areas. An increased interest in the planting of native grasses and wildflowers in suitable areas of the R/W can offset some of the loss of woodland. We are replacing a wooded area with an area that is suitable for other types of animals. (Many environmentalists do not accept this argument, but studies have shown this to be true.) Also, not all trees within the R/W are removed. We no longer clear cut the R/W.

Only the vegetation that conflicts with the roadway construction or the clear zone is removed.

Loss of wetland. The effect on wetland is similar to that of the woodland. Not all wetland within the R/W is lost to roadway construction, and some of it is replaced by a different type of wildlife habitat. However, the EPA does not give credit for wetland that remains wetland within the R/W limits. Once we purchase wetland, in the eyes of the EPA, it is no longer wetland.

Loss of residential land. In many cases, the effect is merely the loss of taxes to the local municipality. The area from the slope intercept to the R/W line can still be maintained by the property owner, and is effectively an extension of the lawn. When slopes are relatively flat, the effective lawn extends to the ditch bottom, or the shoulder point.

DOT is constantly being asked to be more responsive to the public. The demand for recreation trails, noise barriers, and landscaping, is increasing. These all require space on the R/W. When designing roadways today, we must acknowledge the possibility of being required to provide these in the future, as well as items we aren't even aware of at this time.

Lastly, providing a wider and more uniform R/W will make it easier to accommodate utilities on the R/W. The utility must remain outside of the clear zone if they stay within the R/W. They may occupy private land by easements, but easements are becoming harder to get. We can blindly say "that is their problem", but it becomes our problem when they hold up construction on a project. We can also force them to move, but when their customers must go without service because DOT forced them off the R/W, we become the villain. Besides, we are both servicing the public, and the bottom line is that the taxpayers and the rate payers are the ones who foot the bill. We must look at what is in the best public interest, rather than become territorial about who has the legal right to occupy the R/W and under what conditions.

The DOT has a policy that the utility must be as close to the R/W line as possible. Every time there is an angle in the R/W there is consequently an angle in the pole line of the utility. An angle point requires guy wires and anchors, which are another potential traffic hazard.

While the days of a uniform R/W width from one end of the project to the other may be over, we can still make an effort to establish a wider and more uniform R/W on our improvement projects.

SUGGESTION: We should strive for a minimum of 10 feet outside of the widest slope intercepts, with streamlining to minimize the angle points in the R/W line.

I would like to mention a few projects that I am aware of where problems were compounded by the narrow R/W. I do not mean to pick on these projects, these are just some that I am aware of.

Newville Bridge -- R/W was too tight to begin with, and then we raised the grade after the project was let.

- Now ditches are on private property
- One property owner wishes he would have been bought out (I have heard this comment on many projects where the designer took great pains to avoid taking the building, only to hear after construction was underway, that the owner would rather have been bought out, especially when they must look at a large fill or retaining wall)
- Could have had a better design had we been willing to spend more money on R/W and relocation costs.

USH 51 north of STH 19

- V-shaped ditches, rather than the preferred 6:1 sloped ditches
- Steep back slopes and in slopes
- Erosion problems

USH 51 - Pierstorff - CTH "CV"



- R/W one foot outside of the clear zone
- We purchased additional R/W through condemnation during construction.

STH 78 - Mount Horeb to Black Earth




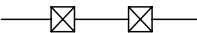


- Rock cuts in some areas were not able to hold the steep design slopes. The cross sections in these areas had to be revised during construction. Stone walls replaced the rock cuts where possible, and some slope intercepts are at or outside of the R/W.







WisDOT GUIDE TO UTILITY COORDINATION

UNDERGROUND UTILITY SYMBOLS

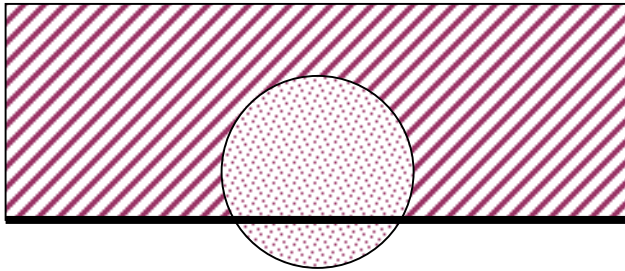
<u>COLOR</u>	<u>SYMBOL</u>	<u>UTILITY</u>
ORANGE	———C———	Communication (TV, FO, T) and/or Data Transmission Facilities
ORANGE	———TV———	Cable Television
ORANGE	———FO———	Fiber Optic
ORANGE	———T———	Telephone
RED	———E———	Electric
YELLOW	——(Size) G——	Gas (Indicate Diameter)
GREEN	——(Size) SAN——	Sanitary Sewer (Indicate Diameter)
BLUE	——(Size) W——	Water (Indicate Diameter)
		Notation For Combustible Fluids (Not for fiber optic or high voltage transmission lines)
		Notation For High Voltage Transmission Lines. (69 Kv and Higher)

TOPOGRAPHIC

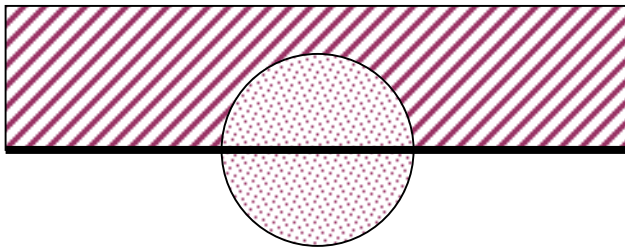
	Hydrant
	Manhole (Label type - C, San.)
	Light Pole
	Transmission Towers and Line (Line is optional. Add "OH" to line if needed for clarity.)
	Valve (Label type)
	Communication Towers

	<u>COMPENSABLE</u>	<u>NON-COMPENSABLE</u>
ELECTRIC POLE		
TELEPHONE POLE		
PEDESTAL (Label Type - C, E)		

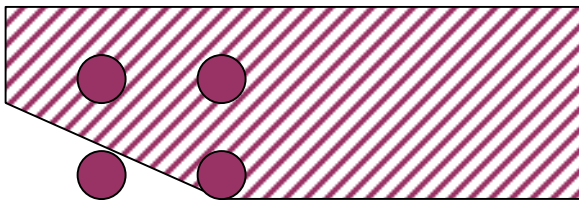
(UTILITY SYMBOLS BASED ON FDM PROCEDURE 15-5-30 FIGURES 1 & 2)



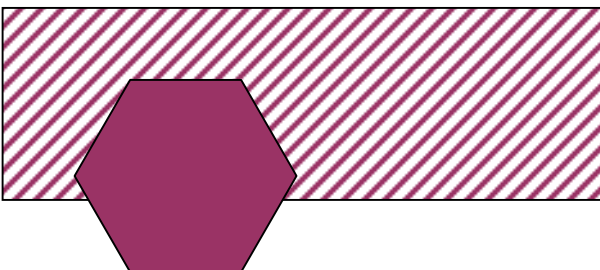
Compensable – center of pole
in acquisition area



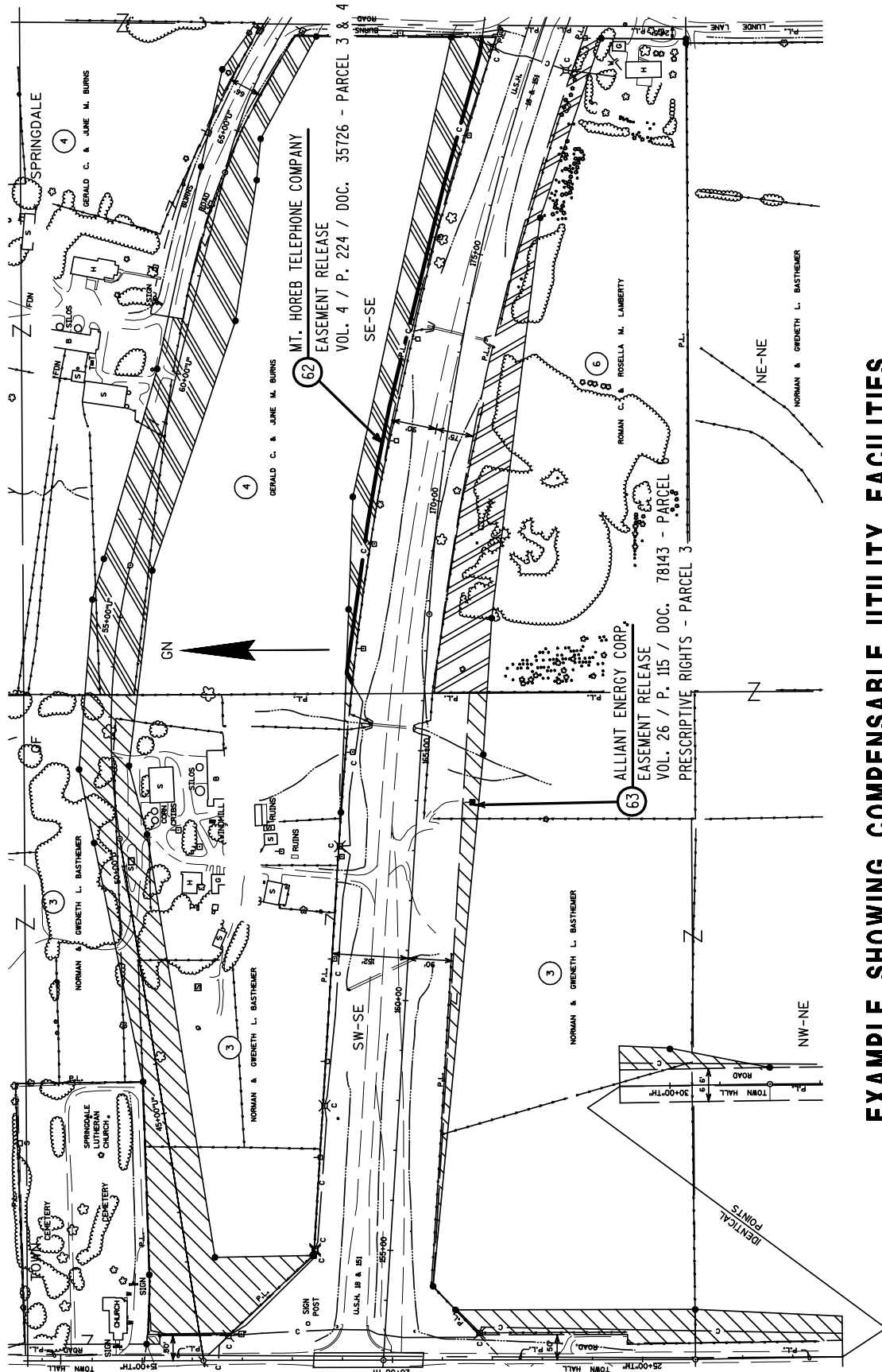
**Noncompensable – center
of pole is on the existing
r/w line**



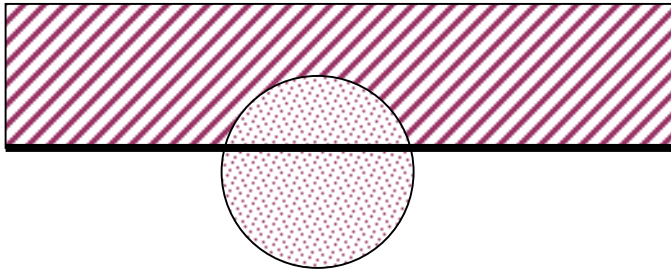
**4-legged tower
3 legs in new r/w, one leg in existing r/w
75% compensable**



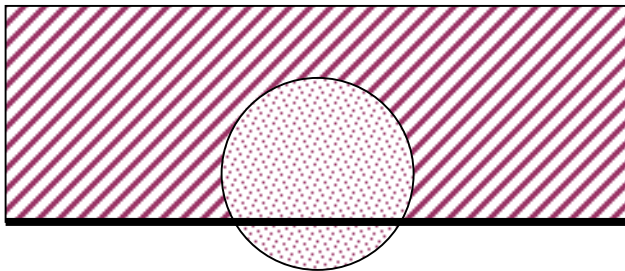
**Large utility facility
60 % in new r/w
60% compensable**



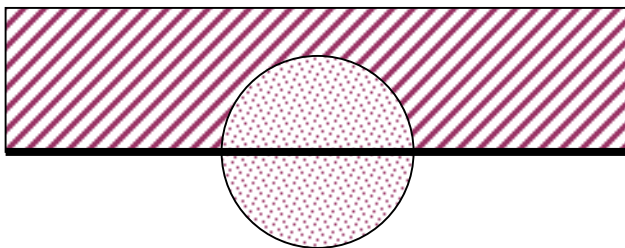
EXAMPLE SHOWING COMPENSABLE UTILITY FACILITIES



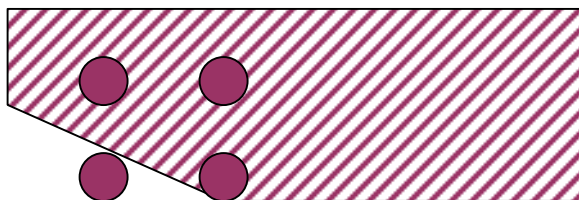
Noncompensable - center of pole inside existing r/w



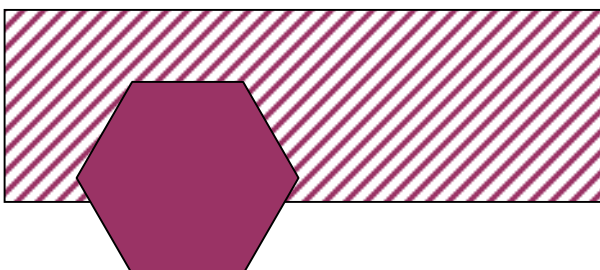
Compensable – center of pole in acquisition area



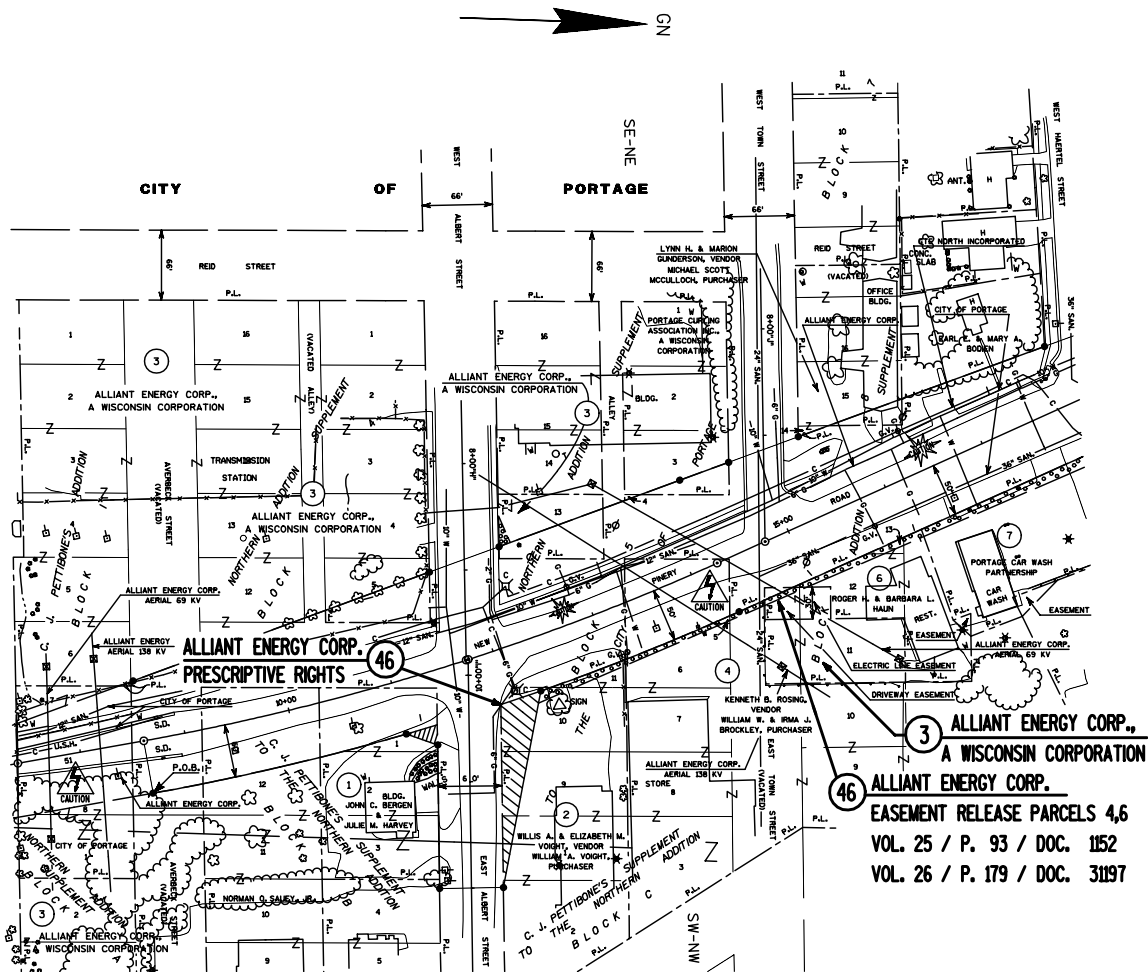
Noncompensable – center of pole is on the existing r/w line



**4-legged tower
3 legs in new r/w, one leg in existing r/w
75% compensable**



**Large utility facility
60 % in new r/w
60% compensable**



**EXAMPLE SHOWING A UTILITY
LAND PARCEL (3), AND A FACILITIES PARCEL (46)**

WisDOT GUIDE TO UTILITY COORDINATION

LEVELS ON -									
NOTE: ALL PARCELS ARE COMPUTED IN SQUARE FEET.									
PARCEL NUMBER	SHEET NUMBER	OWNER (S)	INTEREST REQUIRED	TOTAL ACRES OR S.F.	R/W ACRES OR S.F. REQUIRED NEW	EXISTING	TOTAL	TOTAL ACRES OR S.F. REM.	T.I., P.L.E. ACRES OR S.F.
1	4.2	JOHN C. BERGEN & JULIE M. HARVEY	FEE	19,846	274	5,672	5,946	13,900	---
2	4.2	WILLIS A. & ELIZABETH M. VOIGHT, VENDOR WILLIAM A. VOIGHT, PURCHASER	FEE & T.I.	32,390	3,251	---	3,251	29,139	630
3	4.2	ALLIANT ENERGY CORP., A WISCONSIN CORPORATION	T.I.	INDET.	---	INDET.	---	INDET.	152
4	4.2	KENNETH B. ROSING, VENDOR WILLIAM W. & IRMA J. BROCKLEY, PURCHASER	T.I.	118,003	---	7,303	7,303	110,700	603
5									
6	4.2	ROGER H. & BARBARA L. HAUN	T.I.	12,433	---	---	---	12,433	955
7	4.2	PORTAGE CAR WASH PARTNERSHIP	T.I.	17,527	---	---	---	17,527	1,724
8	4.2	JOANNE C. GAFFNEY, SURVIVING JOINT TENANT	T.I.	11,821	---	---	---	11,821	521
9	4.2	TIMOTHY J. GAFFNEY	T.I.	25,418	---	---	---	25,418	1,147
10									
11	4.2	ZRH, A WISCONSIN GENERAL PARTNERSHIP	T.I.	26,694	---	---	---	26,694	290
12	4.2	LENUS & MARJORIE ASHLEY	FEE & T.I.	23,581	1,182	---	1,182	22,399	448
13	4.2 & 4.3	TODD SCHULTZ	FEE	11,272	1,031	---	1,031	10,241	---
14	4.3	LEONA D. GRUNKE	FEE	10,841	1,056	---	1,056	9,785	---
15									
16	4.3	TRUSTEES OF THE FIRST METHODIST CHURCH OF PORTAGE, WI N/K/A UNITED METHODIST CHURCH OF PORTAGE, WI	T.I.	INDET.	---	---	---	INDET.	7,527
17	4.3	JAMES DANIEL DALEY	T.I.	11,626	---	---	---	11,626	722
18	4.3	EUGENE P. & CAROL L. NETT	T.I.	28,049	---	---	---	28,049	789
19	4.3	ROBERT W. MORGAN	T.I.	496,252	---	---	---	496,252	617
20									
21	4.3	RUSSELL C. & JEANETTE L. SMITH	T.I.	28,394	---	---	---	28,394	643
22	4.3	EVERETT G. & MARION E. TIMME	T.I.	66,613	---	6,750	6,750	59,863	1,312
23	4.3	EDGEWATER GREENHOUSES, INC., A WISCONSIN CORPORATION	T.I.	29,903	---	---	---	29,903	1,693
24	4.3	BARABOO CAR WASH PARTNERSHIP II, A GENERAL PARTNERSHIP	T.I.	67,200	---	9,023	9,023	58,177	3,558
25	4.3	NANCY LEE SCHMIDT & JOANN G. RUSSELL	P.L.E.	174,240	---	---	---	174,240	300
26	4.3	HRZ, A PARTNERSHIP	T.I.	31,672	---	---	---	31,672	2,625
27	4.3	HRZ PARTNERSHIP	T.I.	57,567	---	---	---	57,567	2,170
28	4.4	BIBLE BAPTIST CHURCH OF PORTAGE	FEE	69,548	1,495	---	1,495	68,053	---
29	4.4	PORTAGE COMMUNITY HIGH SCHOOL DISTRICT	T.I.	INDET.	---	---	---	INDET.	45,605
30									
31	4.4 & 4.5	CITY OF PORTAGE	T.I.	INDET.	---	---	---	INDET.	56,351
32	4.5	WILLIAM H. WAGNER	T.I.	60,558	---	---	---	60,558	220
33	4.5	FREDRICK A. & BRIDGET M. GALLE	FEE & T.I.	16,797	1,710	---	1,710	15,087	503
34	4.6	JOHN H. & RITA A. WILZ	T.I.	33,748	---	---	---	33,748	1,195
46	4.2-4.6 & 4.8	ALLIANT ENERGY CORP.	RELEASE OF RIGHTS	---	---	---	---	---	---
47	4.2-4.6 & 4.8	GTE NORTH INCORPORATED	RELEASE OF RIGHTS	---	---	---	---	---	---
48	4.4 & 4.5	CITY OF PORTAGE	RELEASE OF RIGHTS	---	---	---	---	---	---
NOTE: ALL PARCELS ARE COMPUTED IN SQUARE FEET.									

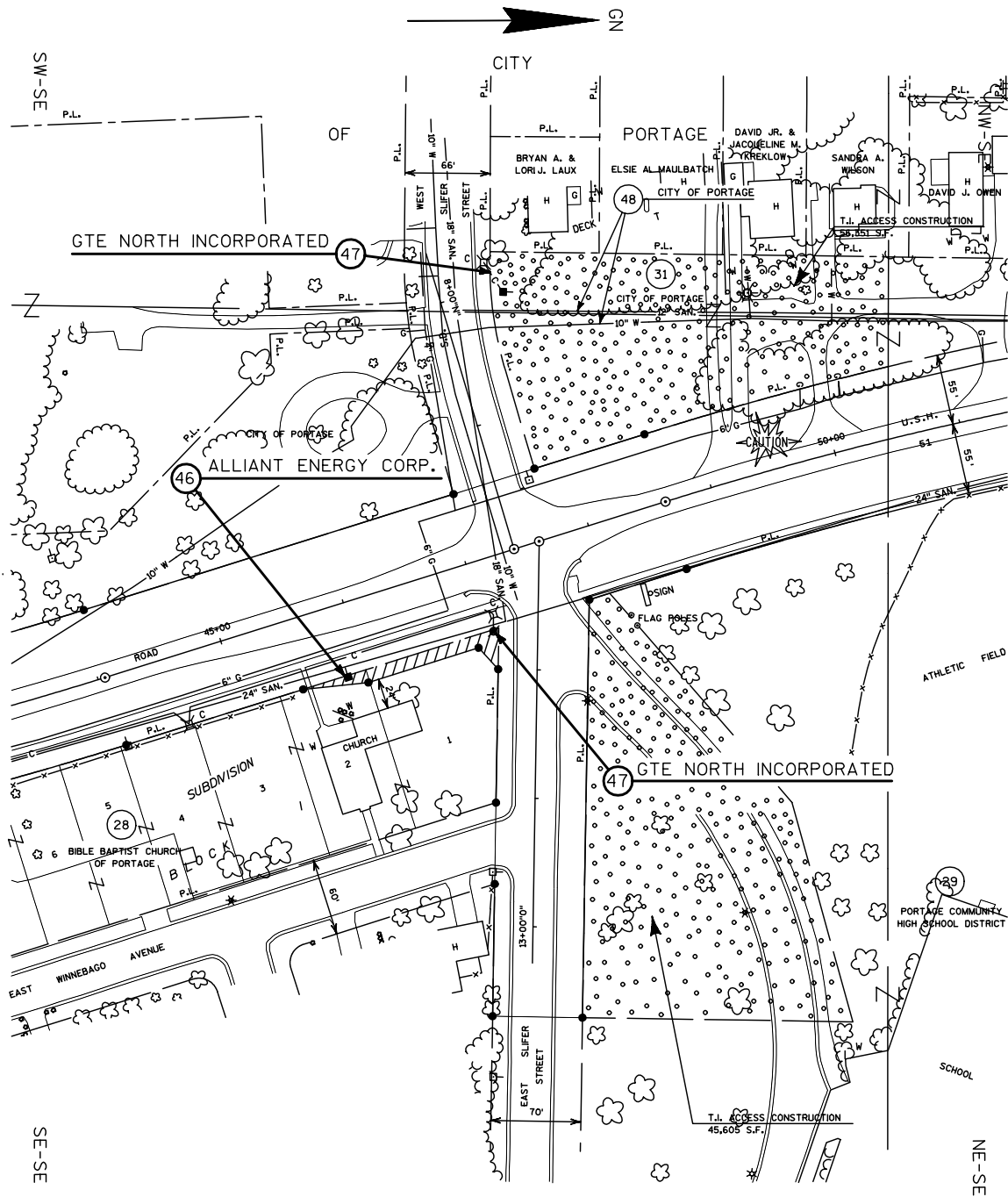
SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

REVISION DATE
9-18-04

EXAMPLE OF A UTILITY LAND PARCEL AND A UTILITY FACILITIES PARCEL

(GRAPHICS ENHANCED FOR CLARITY IN THIS EXAMPLE)

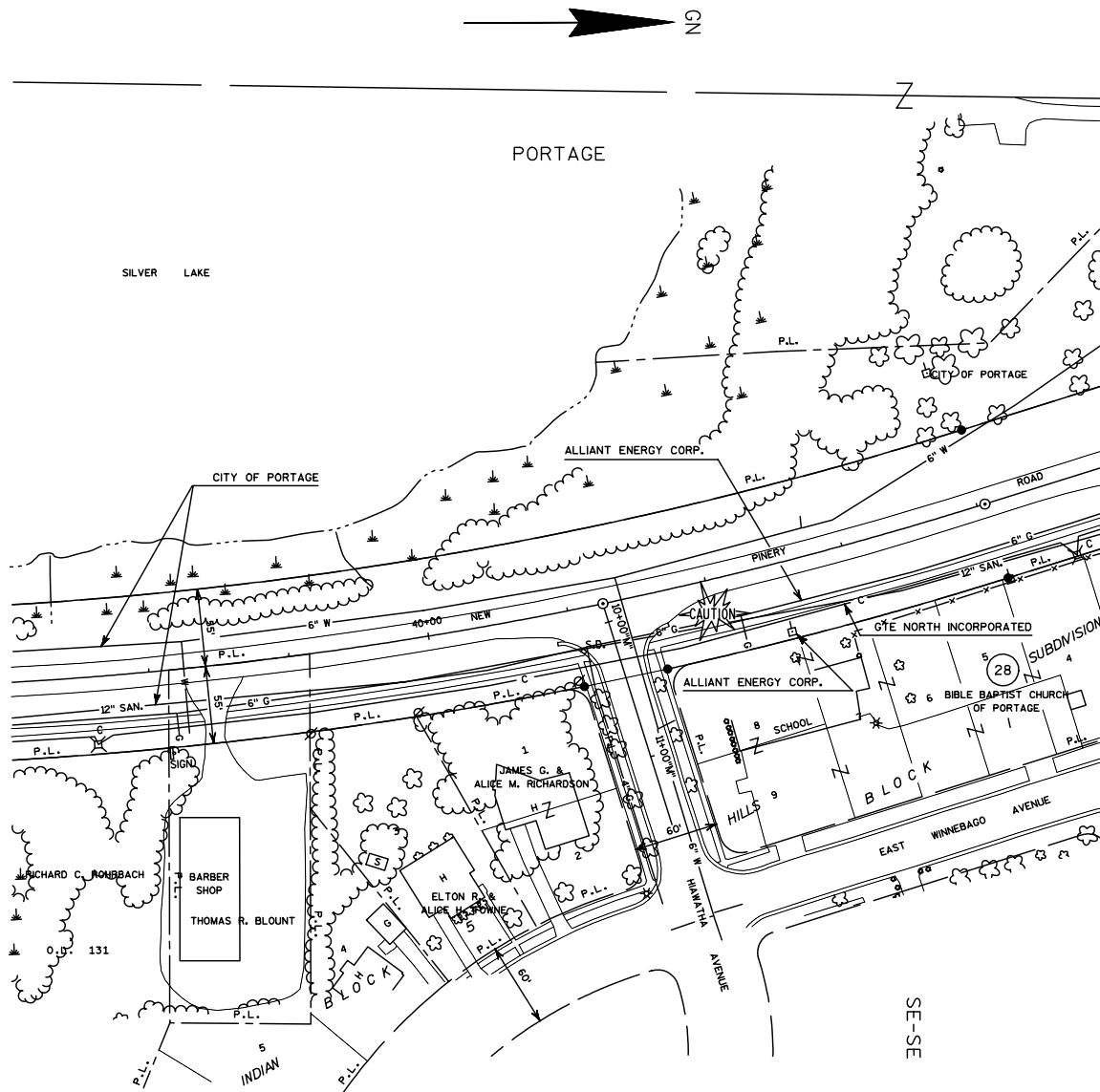


**EXAMPLE SHOWING COMPENSABLE UTILITY FACILITIES
(NO RECORDED EASEMENTS)**

WisDOT GUIDE TO UTILITY COORDINATION

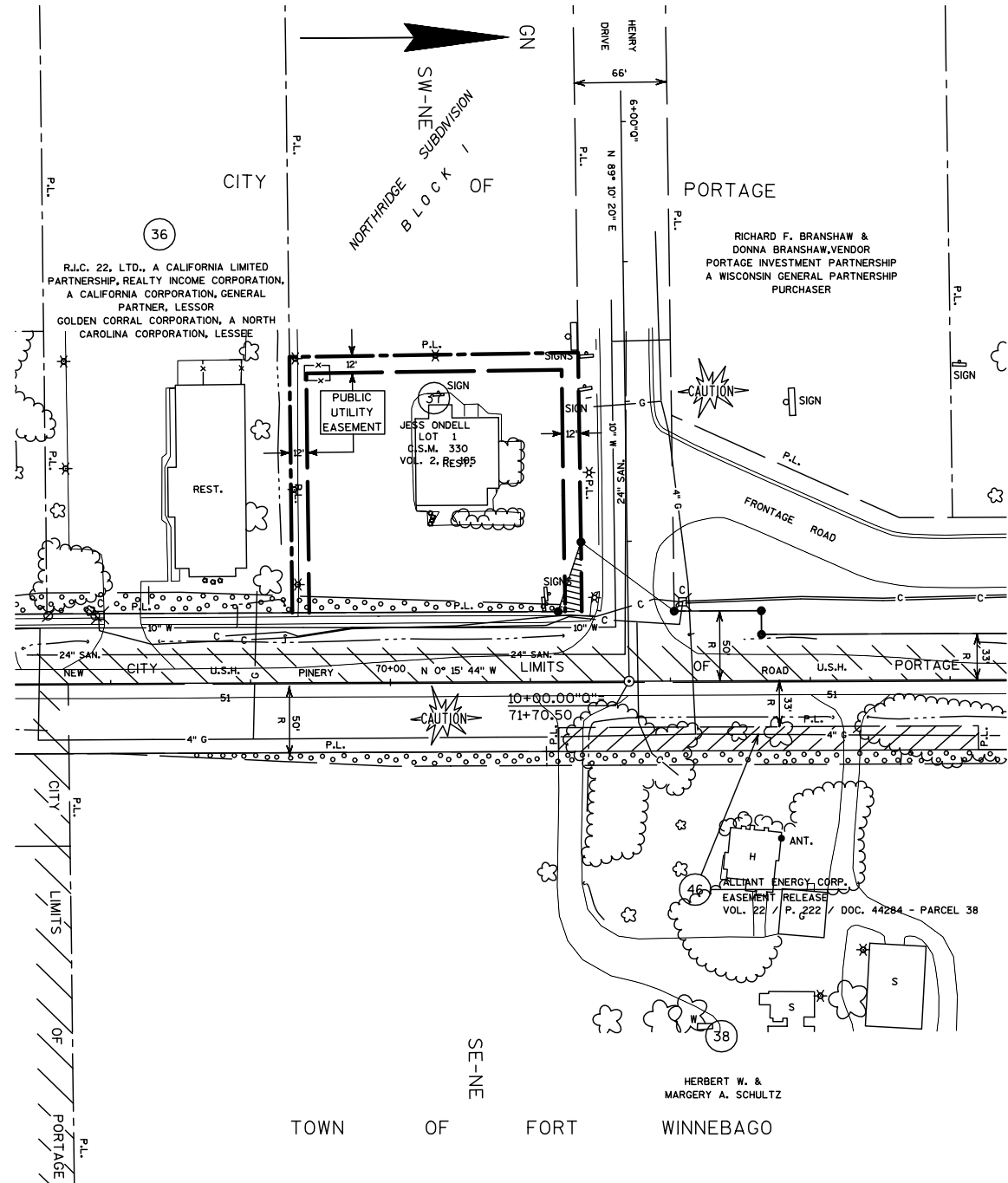
CITY

OF



EXAMPLE SHOWING NON-COMPENSABLE UTILITIES

WisDOT GUIDE TO UTILITY COORDINATION

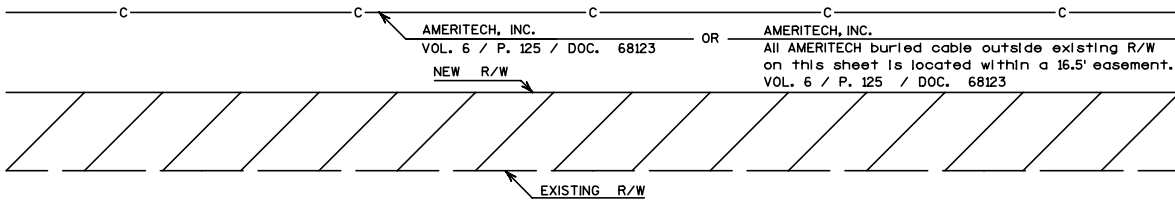


EXAMPLE SHOWING PUBLIC UTILITY EASEMENT

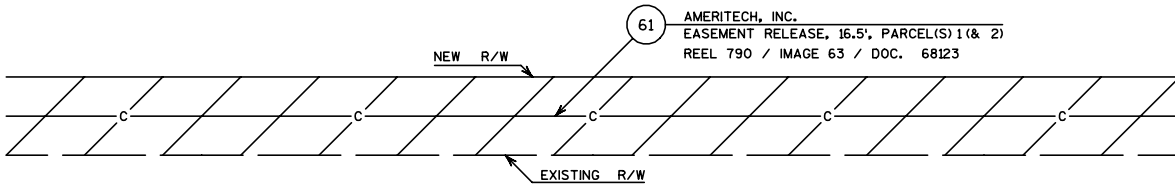
WisDOT GUIDE TO UTILITY COORDINATION

OCCUPIED EASEMENTS

NONCOMPENSABLE

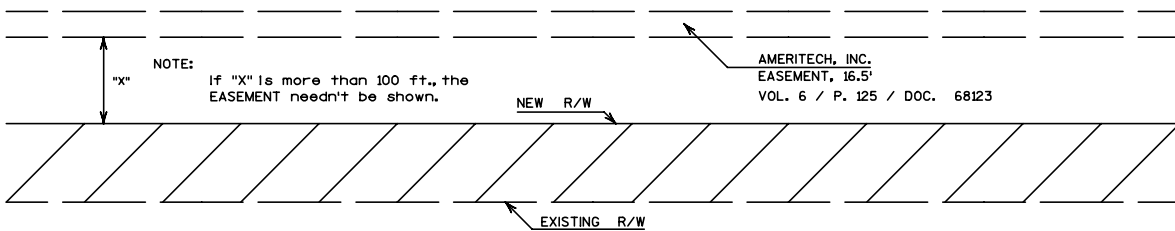


COMPENSABLE

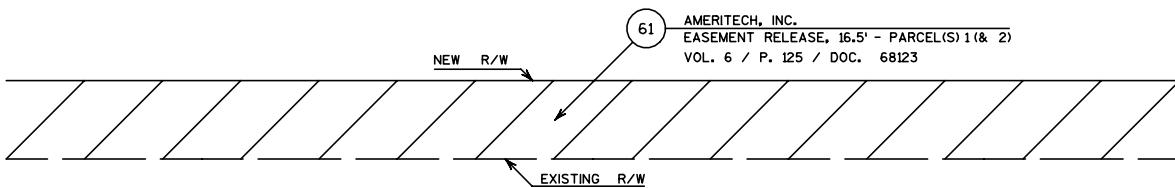


UNOCCUPIED EASEMENTS

NONCOMPENSABLE

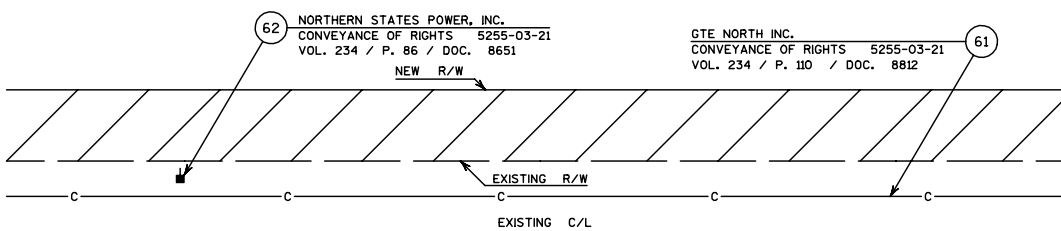


COMPENSABLE

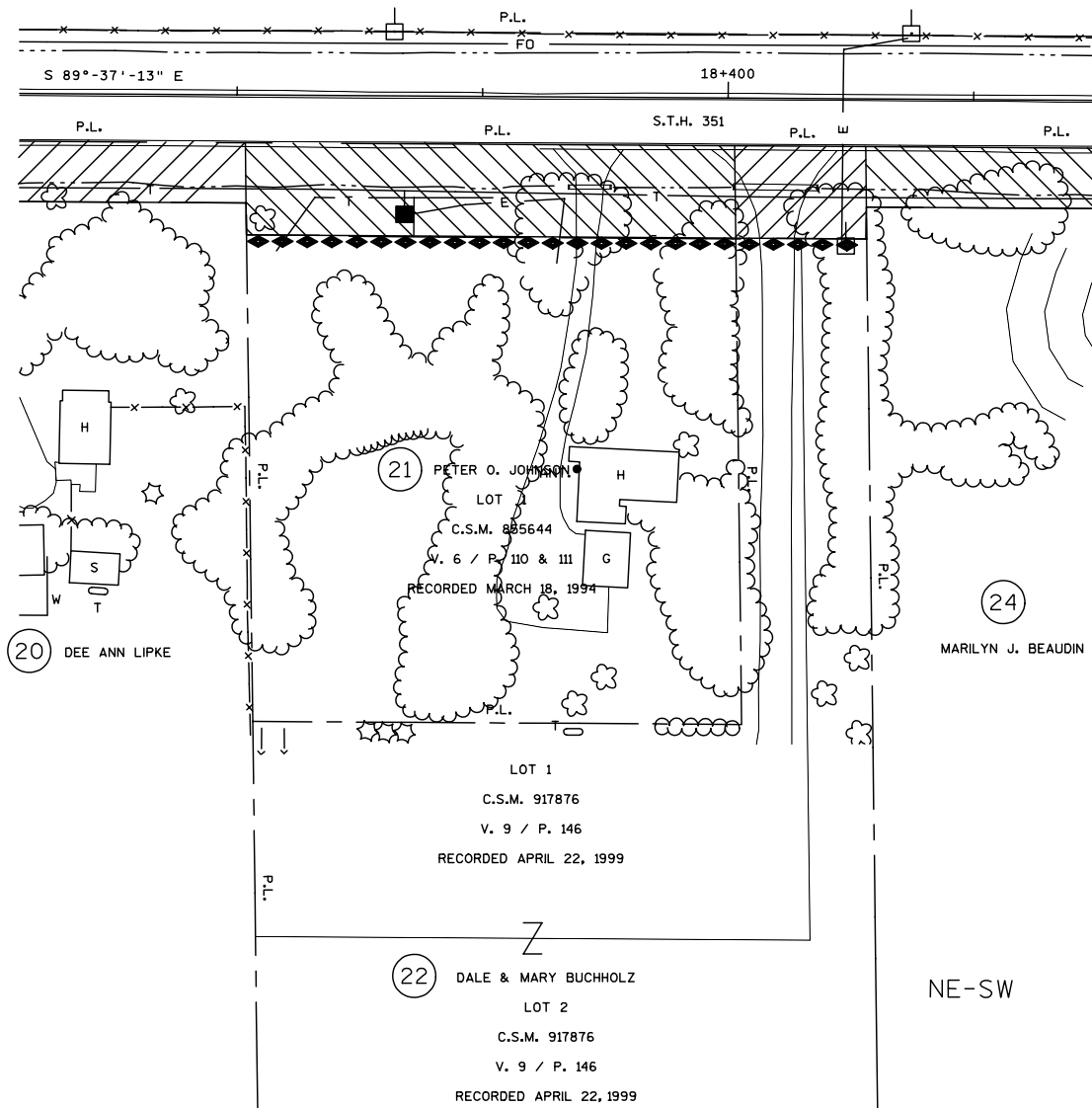


EXAMPLE SHOWING NOTATIONS FOR EASEMENTS

WisDOT GUIDE TO UTILITY COORDINATION



EXAMPLE SHOWING CONVEYANCE OF RIGHTS FROM PREVIOUS PROJECT



LEGEND: ◆◆◆◆◆ Access Control by Previous Documents

EXAMPLE SHOWING A CERTIFIED SURVEY MAP



EXAMPLE SHOWING A SUBDIVISION

84.093 Cooperative Acquisition of Rights-of-Way

(1) The department, acting in the public interest, may contract with a public utility, as defined in s. 196.01 (5), or with a rural electric cooperative association, as described in s. 32.02 (10), for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law, relating to the acquisition, development or maintenance of rights-of-way to be used jointly by the department and a public utility or rural electric cooperative association. If parties to a contract under this section have varying powers or duties under the law, each may act under the contract to the extent of its lawful powers and duties. This section shall be interpreted liberally in favor of cooperative action between the department and a public utility or rural electric cooperative association.

(2) Any contract under this section may provide a plan for administration of the function or project, which may include provisions as to proration of the expenses involved, deposit and disbursement of funds appropriated, submission and approval of budgets and formation and letting of contracts.

History: 1997 a. 91; 1999 a. 32 s. 166.

Date: August 16, 2000

From: Jim Thiel

To: Ernest Peterson

RE: Cooperative Acquisition of Right of Way: OGC 98-360

This is in response to four separate, but related legal requests as follows:

- Ernie Peterson's E-Mail of **July 8, 1998** asking questions on behalf of the Cooperative Acquisition Committee;
- OGC 98-360, an official legal services request by Jim Gruendler dated **November 16, 1998**, dealing specifically with cooperative acquisition with Alliant Energy on the Janesville Bypass, STH 11 project;
- Ernie Peterson's/David Kipp's E-Mail of **December 10, 1998**, dealing with cooperative acquisition with WEPCO for the STH 22 project in Shawano County; and,
- Ernie Peterson's E-Mail of **January 21, 1999**, relating to drafting a generic cooperative acquisition agreement. (Copies are attached.)

I will first address the series of questions in Ernie Peterson's E-Mail of July 8, 1998. The statute involved was created as sec. 84.095, Stats., by 1997 Wis. Act 91, but was renumbered as sec. 84.093, Stats., by the Reviser of Statutes pursuant to sec. 13.93 (1) (b), Stats. It went into effect April 28, 1998. It is a permissive or enabling statute. It does not require WISDOT to participate in cooperative acquisitions with certain utilities; it allows WISDOT to do so under certain conditions and limitations. It reads as follows:

"84.093 Cooperative acquisition of rights-of-way."

(1) The department, **acting in the public interest, may contract** with a public utility, as defined in s. 196.01 (5), or with a rural electric cooperative association, as described in s. 32.02 (10), **for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law**, relating to the acquisition, development or maintenance of rights-of-way to be used jointly by the department and a public utility or rural electric cooperative association. If parties to a contract under this section have varying powers or duties under the law, each may act under the contract to the extent of its lawful powers and duties. This section shall be interpreted liberally in favor of cooperative action between the department and a public utility or rural electric cooperative association.

(2) Any contract under this section **may** provide a plan for administration of the function or project, which **may** include provisions as to proration of the expenses involved, deposit and disbursement of funds appropriated, submission and approval of budgets and formation and letting of contracts." (Emphasis added.)

For convenience, I will repeat each of Ernie Peterson's questions and provide an answer:

QUESTION 1: "If WISDOT and a utility enter into an agreement, can utility real estate agents purchase easements and if necessary use our "quick-take" condemnation process?"

ANSWER 1: YES, if the WISDOT/utility agreement is properly and carefully written and the transactions are in the public interest. The key will be the terms of the agreement and the facts of the specific situation/project.

This is an unintentionally loaded question. Among issues that would need to be sorted out are (1) who are these real estate "agents" acting as "agents" for, WISDOT or the utility or both? (2) who are they requiring the easement for, for what reason, and in whose name is the acquisition? and (3) on whose behalf are they exercising "quick-take" under sec. 32.05, Stats.?

The phrase "utility real estate agent" in every day conversation most likely refers to an employee of the utility whose major work deals with real estate, but it could also be a contractor hired by a utility to do real estate work for the utility.

However, that person or entity could also become an "agent" of WISDOT pursuant to a cooperative acquisition agreement with the utility. The legal meaning of "agent" is significant and carries with it some potential legal confusion baggage. "The generally accepted rule is that "one who contracts with an independent contractor is not liable to others for the torts of the independent contractor." Snider v. NSP Co., 81 Wis. 2d 224, 232, 260 N.W.2d 2d 260, 263 (1977); Majorowicz v. Allied Mut. Ins. Co., 212 WIS. 2D 513, 525 (1997). For that reason, among others, state contracts often make it clear and express that the person or entity involved is an "independent contractor." However, the law actually makes it clear that the terms "independent contractor" and "agent" are not mutually exclusive categories. Both can and do act on the behalf of another. An "agent" can be an "independent contractor." And an "independent contractor" may or may not be an "agent." The important distinction for tort liability purposes, protection of governmental immunity statutes, and related laws and even insurance coverage is whether the a person is a "servant" rather than an "independent contractor." For example, if WISDOT engaged a printing company to print some plat sheets and maps and the company's truck driver negligently injured an individual while delivering the maps and plat sheets, neither the company nor the driver would be entitled to state governmental immunity, nor would WISDOT be responsible for the crash. The printing company would be an independent contractor **and** not a servant and wouldn't even be an agent of WISDOT. See Kettner v. Wausau Ins. Cos., 191 Wis.2d 723, 736-737 (1995). In general, the conduct of an independent contractor does not expose the government to potential liability for that conduct. A "servant" relationship exists when the contract is one where the dominant factor is the right to control such factors as the place of work, time of employment, method of payment, supplies and equipment, and the right to discharge employees.

What this all means generally is that WISDOT cannot be held responsible for the

physical negligence of an independent contractor; but might be responsible for the negligence of an agent over whom it has enough control to make that person or agent a "servant" or the close equivalent of an employee. See Wis J I--Civil 4000, Agency; and Wis J I--Civil 4060, Independent Contractor; see also **Arsand v. City of Franklin**, 83 Wis. 2d 40, 43-44, 264 N.W.2d 579, 581 (1978).

What WisDOT should attempt to accomplish in its Cooperative Acquisition Agreements with any eligible public utility is a convenient way to jointly exercise any power or duty required or authorized by law relating to the acquisition, development or maintenance of rights-of-way to be used jointly by WISDOT and the public utility.

This means the agreement needs to establish a sufficient agency relationship to empower a utility to act on WISDOT's behalf or for WISDOT to act on behalf of the utility without crossing the line and making the utility or its employees or subcontractors "servants" of WISDOT.

QUESTION 2: "If so [If utility real estate agents can purchase easements and if necessary use our "quick-take" condemnation process.], whose name would the easement have to be in? Can the easement be in the utility's name, or does it have to be an easement in WISDOT's name?"

ANSWER 2: In WISDOT's name if the easement is acquired by "quick take" under sec. 32.05, Stats. Otherwise, if acquired by purchase, it could be in either WISDOT or the utility name depending on the specific situation.

(1) The department, **acting in the public interest, may contract** with a public utility, as defined in s. 196.01 (5), or with a rural electric cooperative association, as described in s. 32.02 (10), **for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law**, relating to the acquisition, development or maintenance of rights-of-way to be used jointly by the department and a public utility or rural electric cooperative association. If parties to a contract under this section have varying powers or duties under the law, each may act under the contract to the extent of its lawful powers and duties. This section shall be interpreted liberally in favor of cooperative action between the department and a public utility or rural electric cooperative association.

An "agent" in a legal sense is a person who acts in your name. The agent is your representative and acts for, in the place of, and instead of, you. A consequence of the relationship that **whatever an agent does in the lawful prosecution of the transaction entrusted to the agent is your act**. Another characteristic of the agency relationship is that the agent has the power to bring about or alter business and legal relationships between you and third persons. Agents and independent contractors are not mutually exclusive categories; both can and do act on your behalf. The critical distinction is the degree of control you exercise. An independent contractor is one that contracts with another to do something, but is not controlled by the other nor subject to the other's right to control with respect to physical conduct in the performance of the undertaking. What

this means generally is that you cannot be held responsible for the physical negligence of an independent contractor; you might be responsible for the negligence of an agent over whom you have enough control to make that person the close equivalent of an employee or servant. See Wis J I--Civil 4000, Agency; and Wis J I--Civil 4060, Independent Contractor; see also **Arsand v. City of Franklin**, 83 Wis. 2d 40, 43-44, 264 N.W.2d 579, 581 (1978).

The WISDOT/utility agreement should state the utility is acting as an independent contractor on behalf of WISDOT, and pursuant to that contract the utility may purchase easements and use our "quick-take" condemnation process for the benefit of WISDOT. In this situation, the utility will be acting in the same manner as an outside consultant who has been contracted to act on our behalf.

Chapter 9

IDENTIFYING UTILITY CONFLICTS

WisDOT EXPECTATIONS OF UTILITY CONFLICTS

Any utility facilities within the excavation limits are considered as being in conflict with the highway improvement project. Any buried facilities within 12 inches of the excavation limits are considered to be in conflict with the project.

WisDOT expects the utility conflicts to be resolved in some way, they should either be:

1. Relocated outside of the excavation area, or
2. Relocated in coordination with the highway construction operations, or
3. Protected so that construction operations will not harm the utility facilities that are not in direct conflict with a proposed highway improvement, or
4. Assign utility company personnel to work with the contractor exposing and protecting the utility facility during construction operations in the area of the conflict.

Overhead lines that will conflict with construction operations, such as crane movement, can be utility conflicts if they restrict construction operations to the point where it is impossible to build the project with mechanical equipment. Restricting crane operations to 180-degree horizontal movements is not an unrealistic expectation. Restricting crane operations to less than 180 degrees is an unrealistic expectation. It may be possible to use equipment other than cranes to accomplish the construction task, if that is the case, the utility obstruction should be clearly identified in the special provisions so that the contract bidders take the obstruction into account when planning their method of operation and any additional costs would be included when they submit their bid.

IDENTIFYING UTILITY CONFLICTS

The utility company is ultimately responsible for determining the exact location of their facilities and for resolving conflicts with the highway improvement project. However, the highway designer is the person with the most knowledge about the highway project and is thus the best person to identify conflicts between the highway facilities and utility facilities. This assumes that the utility company provides the highway designer with accurate information about the location of their facilities. **Identifying utility conflicts should be a joint effort by the highway designer and the utility company.**

It is recommended that the highway designer provide the utility company with a list of potential utility conflicts based on the designer's knowledge of the location of the utility facilities. The designer is not taking on any liability by doing this; he/she is merely using their knowledge of the project to help the utility company get a head start on identifying the conflicts. **The utility is responsible for verifying these potential conflicts and identifying any other conflicts that might exist.**

On projects where the location and/or size of the buried utility facility is questionable and as a result it may or may not be in conflict, steps should be taken to determine the exact location of the facility. The designer should work with the utility company to determine whether the utility facility is in conflict. This may require exposing the utility facility and taking measurements that can be used to locate the facility on project plans.

This will generally mean obtaining x, y, and z, coordinates for the facility using the appropriate County Coordinate system. Design team survey crews can be used to obtain this information after the facility has been exposed. There are various methods that can be used to expose the facility. Vacuum excavation is one method.

AIR SPACE CONFLICTS

Landing sites for aircraft have a restricted space around them to provide a safe landing area for aircraft using the facility. Above ground structures are not allowed in this restricted air space. There are about 100 publicly owned airports and 600 privately owned landing sites in Wisconsin. The Bureau of Aeronautics has a booklet called "[Airports by County](#)" that provides all of the landing site locations for each county in the state. This booklet is available on the WisDOT website. The designer should consult this booklet early in the design process to determine what, if any, landing sites are near the improvement project.

When a project is within one mile of a landing facility, the designer should check with the Bureau of Aeronautics to determine what affect the landing facility will have on the highway improvement project and its related street lighting, signing or utility facility relocations. If one of the larger public airports is involved, check with the Bureau of Aeronautics when the project is within 3 miles of the airport. The Bureau would like to work with the designer and the utility companies to locate any above ground structures so that they are not a hazard to air navigation. Contact the Bureau at (608) 267-5273 or you can contact the project manager assigned to the airport in question from the Bureau website at: <http://www.dot.wisconsin.gov/business/engrserv/airports/project-managers.htm>

HYDROELECTRIC PLANT (DAM) CONFLICTS

Hydroelectric dams have topographic restrictions around them that might be violated by a highway improvement project. Any filling or changing of natural or man-made topographic features can affect the Federal Energy Regulatory Commission requirements regarding containment around a hydroelectric dam. A change in elevation of a roadway can affect the flood elevations and backwater of a dam. Excavation, either cutting or filling, could also affect the discharge characteristics of a nearby dam. If your project is in the vicinity of a dam, contact the dam owner to determine if there are any potential conflicts. A site visit to the dam can help you determine the owner of the dam in most cases. The Department of Natural Resources or the Federal Energy Regulatory Commission can also be contacted for assistance in determining who owns the dam.

WORKING AROUND UTILITY FACILITIES

There are times when it is not practical to relocate utility facilities for a highway improvement project. There are two general types of situations involved:

1. The first situation is generally **large, high cost facilities, or facilities that cannot be taken out of service** without endangering the local economy, the safety of the public, or placing an unreasonable burden on the utility customers.

In these cases, the designer should determine whether the project could be built with the utility in place. Is it possible to construct the project with the utility as an obstruction? The designer should consult with people familiar with construction machinery and construction practices to determine whether it is feasible to build around the utility line. It may cost more to use alternate construction practices. The additional highway project costs may be justifiable in the big picture. Those additional costs should be part of the decision-making process when considering the feasibility of leaving the line in place.

If the designer does not have access to qualified construction personnel, or if the design team has questions regarding their decision, there is a list of industry “experts” that have volunteered to be available to review specific projects and give their opinion on the constructability of a project. See [Figure 9-1](#) for a list of experts that can be consulted.

2. The second situation is on **projects where it is not possible to relocate the utility totally out of the excavation limits**. This often occurs in urban areas where the utility line serves the properties adjacent to the project. The service laterals that go from the main line to the individual properties are often in conflict with the highway construction operations and adjustments need to be made during construction. The contractor often has to be cautious when working around the laterals and if any adjustments are required they may be completed during construction. This is especially true for valve assemblies and valve or manhole covers.

A variation of this situation is when the main line crosses excavation required for storm sewer or similar construction. Quite often installation of storm sewer requires working around other utility lines. As long as the utility lines are not in direct conflict with the storm sewer facilities, relocation of the utility lines is not required.

Areas where the right of way is congested with a lot of utility facilities, generally in urban areas, will often require the contractor to work around numerous utility facilities. As long as it is possible to complete the work, this is an acceptable condition. Due to the unknown accuracy of depth information on utility as-built plans and the susceptibility of locating equipment to error caused by site conditions, it is often a good idea to expose utility facilities to determine actual locations, and then determine whether conflicts exist. In some of these areas the conflicts are best resolved by changing the design of the storm sewer.

In both of the above situations, it is important that the special provisions of the highway contract clearly state that the contractor must work around the utility facility. This will affect the construction operations and the construction costs.

WTBA Construction Operations Contacts

Region 1 = Districts 1 & 2

Region 2 = Districts 3 & 4

Region 3 = Districts 5 & 6

Region 4 = Districts 7 & 8

Region	Name	Firm	Phone	E-mail
1	Scott Piefer	Zenith Tech	262-524-1800	spiefer@zenithtechinc.com
1	Randy Konop	Ed Kraemer/Sons	605-546-2311	rkonop@edkraemer.com
1	Gary Ruzic	Ruzic Const.	715-743-4138	gary@ruzicconstruction.com
1	Tom Braun	Lunda Const.	262-547-1781	tbraun@lundaconstruction.com
2	Scott Piefer D-3	Zenith Tech	262-524-1800	spiefer@zenithtechinc.com
2	Darrin Stanke D-4	Zenith Tech	262-524-1801	dstanke@zenithtechinc.com
2	Scott Krall	Ed Kraemer/Sons	608-546-2311	skrall@edkraemer.com
2	Gary Ruzic	Ruzic Const.	715-743-4138	gary@ruzicconstruction.com
2	Joe Quist	Lunda Const.	920-853-3522	jquist@lundaconstruction.com
3	Darrin Stanke	Zenith Tech	262-524-1801	dstanke@zenithtechinc.com
3	Terry Weiss	Ed Kraemer/Sons	608-546-2311	tweiss@edkraemer.com
3	Gary Ruzic	Ruzic Const.	715-743-4138	gary@ruzicconstruction.com
3	Paul Nortman	Lunda Const.	715-284-9491	pnortman@lundaconstruction.com
4	Darrin Stanke	Zenith Tech	262-524-1801	dstanke@zenithtechinc.com
4	Daryl Brenden	Ed Kraemer/Sons	715-834-3514	dbrenden@edkraemer.com
4	Gary Ruzic	Ruzic Const.	715-743-4138	gary@ruzicconstruction.com
4	Joe Quist D-7	Lunda Const.	920-853-3522	jquist@lundaconstruction.com
4	Paul Nortman D-8	Lunda Const.	715-284-9491	pnortman@lundaconstruction.com

Chapter 10

SENDING PLANS TO UTILITIES

GENERAL

The designer must send the utilities copies of the plans so that they may evaluate any potential conflicts with their existing facilities, and if necessary, design a utility relocation plan.

There are at least two points in time when plans must be sent to utilities. You must send a preliminary plan that is complete enough for the utility to determine all conflicts with their facilities, and you must send a final plan that includes copies of the special provisions for the project. **The final plan must indicate any changes from the preliminary plan.**

On some projects it may be appropriate to send more plan sets. A utility should be notified of changes to the plan that affect their facilities as soon as practical. On TRANS 220 projects, WisDOT is responsible for paying any engineering costs and construction costs related to rework caused by changes in the highway plans. Sending changes to utilities in a timely manner may prevent any such rework. Every effort should be made to have the preliminary plans complete enough that additional transmittals regarding changes are unnecessary.

Plans sent to utilities should be stamped “**Approved for Design of Utility Adjustments**”. Utilities will generally not work on plans stamped “Preliminary” because they are concerned that changes will be made to the plans that may affect any work that they do. Stamping the plans “Approved for Design of Utility Adjustments” lets the utility know that the designer feels the plans are substantially complete, and that the utility will be notified of any changes that might affect utility facilities.

The readability of the plans sent to utility companies is important. The utility must be able to see their facilities clearly if they are to identify conflicts and design a relocation plan. Make sure that the copies of the plans sent are of good quality and readable. Some utility companies have the capability of accepting electronic plan files sent via disk, tape or e-mail.

This is encouraged and saves time and money for both the designer and the utility. See [Figure 10-9](#) for additional discussion.

PRELIMINARY PLANS

Good utility coordination requires good communication between the utilities and the designer. Preliminary plans must be sent to the utilities when enough work has been done on them to allow the utilities to determine any and all conflicts with their facilities. This would be after the plat is complete, pavement profiles are set, cross sections are “finalized” and have utility facilities plotted on them, the ditch profiles are established, storm sewers and other drainage structures are designed, driveways have been located and designed, and retaining walls or any other incidental structures that may affect the placement of utility facilities are designed. On projects with a right-of-way plat, this must occur after the relocation order is signed.

If there is traffic control staging on a project, temporary roads or temporary pavement widening may affect the location of utility facilities during construction even if there is no conflict with the final highway design elements. These traffic control plans should be sent to utility companies if they could possibly have an impact on existing or proposed utility facilities.

All submittals to utility companies should include a cover letter explaining the project, along with any project information that may be of interest to utility companies. Project schedule dates for PS&E submittal and Letting, environmentally sensitive areas, commitments made to property owners, and locations of geotechnical problem areas would all be pertinent to the utilities. A sample cover letter for a non-Trans. 220 project is shown in [Figure 10-4](#). For Trans. 220 projects, there are several examples. See the discussion below.

Cross sections sent with the preliminary plan submittal should show the horizontal location of utilities on the cross sections with a tick mark and label. This can be done with relative ease for projects done on the engineering software commonly in use. If extensive work is required to provide the utility information on the cross sections, this may be omitted. Showing the utilities helps both DOT and utility personnel determine conflict areas and will reduce the potential for unforeseen conflicts during construction.

On TRANS 220 projects, a form DT1078, "Project Plan Transmittal", must accompany the plans and cover letter. [Figure 10-2](#) is an example of Form DT1078. In order to help the utility comply with the TRANS 220 requirements for a work plan, it is strongly suggested that the "Utility Worksheet" be sent as part of the Form DT1078 transmittal. See [Figure 10-3](#) for a "Utility Worksheet". [Figures 10-1](#), [10-7](#), and [10-8](#) are examples of cover letters for a TRANS 220 project. Use Figure 10-1 if there is no utility parcel, use Figure 10-7 if there is a utility land interest but no utility facility relocation required, and use Figure 10-8 if there is a compensable utility relocation involved.

WHAT TO SEND

The information you send to the utilities will vary with the type of project you have. The discussion above mentions some reasons for sending various pieces of information. The final decision on what to send should be based on what the utility needs to know in order to determine conflicts and to design a relocation plan that is compatible with the highway improvement plans. Here are some suggestions on what to send:

Required for almost every project:

Plan and Profiles	Cover letter explaining the project
Cross Sections	Construction scheduling
Typical Sections	Information about environmentally sensitive areas
R/W plat (if there is one)	List of utility company contact people

Things that might be applicable:

- Storm sewer plans
- Structure plans (preliminary for bridges – at least show the footprint of structure; retaining walls and noise barriers – location, footings and height will be important; drainage structures – retaining ponds, weirs, gabion energy dissipaters, etc.)
- Temporary channel/stream diversion details

Fencing plans
Signal plans
Lighting plans
Signing plans, especially if there are any big green signs
Traffic control staging plans, especially if there are temporary roads

Construction detail drawings and/or Standard Detail Drawings for:

Storm sewer pipes	Culvert enwalls
Culvert pipes	Curb and gutter
Inlets	Bases for signals or light poles
Manholes	Pull boxes
Pipe bedding	Large signs
Loop detectors	Concrete masonry enwalls
EBS	Marsh excavation
Light poles & luminaries	Rock cut details
Benching for large cuts	

Any commitments to property owners that might affect utility plans. (*"Statement to Construction Engineer of Commitments Made and Other Matters of Interest Developed During Acquisition"* form.)

FINAL PLANS

When plans have been finalized, **a copy of the final plans and the Utility section of the Special Provisions** must be sent to all utilities that have facilities in the project area. These utilities should all be listed in the plan itself. **On TRANS 220 projects, the changes to the plan that have occurred since the DT1078 "Project Plan Transmittal" form was sent must be identified. TRANS 220 requires this.** It is recommended that you highlight the changes, or if that isn't practical, describe them verbally, such as "the profile and ditches changed from Station 78+00 to Station 92+00".

It is WisDOT policy to identify for utility companies the changes to the plan on all highway projects, not just those covered by TRANS 220.

See Chapter 12 ["Changes to the Plan"](#) for additional guidance on sending plan revisions to utility companies.

Copies of the *"Statement to Construction Engineer of Commitments Made and Other Matters of Interest Developed During Acquisition"* form for all parcels in the utility company's service area should also be sent at this time, unless they were sent earlier, if any commitment might impact utility facilities. These forms will let the utility company know of any commitments DOT has made so that they can also honor those commitments. It is very embarrassing for DOT to tell a property owner that their trees do not need to be cut down for the highway project, and then the utility company comes along and cuts down the trees. We want to prevent this type of incident from occurring.

FORMAT OF PLANS

Some utilities have switched to automated design and have the capability of using our electronic design files for a base for their design. These utilities would prefer to receive electronic design files on tape or disk or via e-mail. Contact the utility or your utility coordinator to determine the preference of the utility companies.

The size of the paper plan to send may vary with the complexity of the project. Some utilities prefer the 11" x 17" size plan. However, they also prefer to receive legible, uncluttered plans as soon as possible.

If significant changes have been made to the plan during the final design process. The utility should receive a large final plan when the design is complete.

WHO IS RESPONSIBLE FOR SENDING THE FINAL PLANS

The **Designer** is responsible for sending a copy of the Final Plans to the utilities. If the project is a consultant designed plan, the District Project Manager must check to see that the Final Plans have been sent to all affected utilities. On in-house designed projects, the Utility Unit may send the plans. The Designer should check with the Utility Coordinator to determine who will send the plans.

A sample cover letter for sending final plans is shown in [Figure 10-5](#). The file copy of the cover letter must be routed past the Utility Unit.

Wisconsin Department of Transportation

December 23, 1998

TRANS 220 PROJECT
PROJECT PLAN TRANSMITTAL

Justin Woods
Alliant Energy
P.O. Box 192
Lone Rock, WI 53556

RE: Potosi - Cassville Road
(Potosi - CTH "N")
STH 133

Design Project I.D. 5205-03-00
Construction Project I.D. 5205-03-71
Grant County

This letter is being sent to satisfy the legal requirements of Wisconsin Statute 84.063 and Administrative Rule TRANS 220:

- 1) Within 7 days of receipt of this letter, you'll need to sign and return the "Notice Acknowledgment" portion of the Project Plan Transmittal form. A business reply envelope is enclosed.**
- 2) Within **** days you'll need to submit a Work Plan to describe what relocations will be required by this project. A Utility Worksheet is enclosed to help you develop a complete Work Plan.**

Within the limits of this project, your company has facilities, some of which are in conflict with this proposed project. A list of conflicts is attached. Even though we're providing this list, the final responsibility for conflict identification lies with you.

Remember that in fill sections and in transitions between cuts and fills, it is common for cuts of from 6" to 18" to occur when removing the existing pavement or topsoil, before the fill is added. Further, pay particular attention to ditch cuts; culvert, end wall, and cattle pass replacements and extensions; and driveway construction. All of these seemingly minor operations can affect your facilities in major ways.

(OPTIONAL PARAGRAPH, INCLUDE ONLY THOSE ITEMS THAT APPLY)

Enclosed are the following:

1. Project Plan Transmittal form (DT1078) and Project Plan that includes a Right-of-Way Plat, Plan and Profile Sheets, cross sections, and intersection details.
2. Utility Worksheet, as mentioned above.
3. County map showing the general location of this project.
This project is located in Sections 19, 29, 28, 27, 34, 35 and 36 of Waterloo Township in Town 3 North, Range 4 West, Grant County.
4. Project Synopsis, which includes a list of environmentally sensitive areas.
5. List of Possible Conflicts.
6. List of utility contact people for this project. This list may help you coordinate your

- relocation work with the other utilities.
7. List of real estate commitments made to property owners that may affect your design. There may be additional commitments made later, which will be forwarded to you.

DEADLINES: As stated on Form DT1078, we will need your **Work Plan or the enclosed Utility Worksheet and sketches** by **May 15, 1999**. This project's design complete date is July 1999, with a construction bid letting scheduled for March 2000.

We appreciate your cooperation and assistance in our project development efforts.

Sincerely,

Deb Brucaya
District 1 Utility Coordinator

CONTACTS LIST:

Deb Brucaya	608-246-3853	Technical Service Section - Utility Unit
Ben Heninger	608-246-3172	Project Development Section - Project Sup
Sean Mulloy	608-246-5861	Project Development Section - Project Manager
Riley Heninger	608-246-7918	Technical Service Section - Survey Coordinator
Kevin Watts	608-246-7390	Technical Serv, Section –Real Estate Agt.

Enclosures

This letter may be used on Trans. 220 Projects for utility companies that do not have a land interest. (There is no utility parcel for this company on the right of way plat.)

WisDOT GUIDE TO UTILITY COORDINATION

PROJECT PLAN TRANSMITTAL

Wisconsin Department of Transportation
DT1078 598 (Trans 220 WI Admin. Code)

Pursuant to s.84.063 Wisconsin Statutes, the Wisconsin Department of Transportation is furnishing the number of sets specified below of the available plan showing all existing utility facilities known to the department where they will conflict with the improvement identified below.

To Henry Grandys Superior Fuel & Light 124 Clough Street Superior, WI 54880	From Jeff Mulloy WisDOT District 8 1701 North 4 th St. Superior, WI 54880
Improvement Project ID 1234-01-70	County Bayfield
Highway Route Number or Name STH 13	
Improvement Limits Washburn - Bayfield	
Number of Plan Set(s) 1	
Project Classification RECONSTRUCTION	Work Plan Due Date August 6, 1998

For the purposes of Trans 220.05(4), this improvement is classified as indicated above. Your work plan is required at the above address on or before the due date indicated.

Transportation District (TD) Number or Agent Name Transportation District #8	TD or Agent Authorized Representative Signature	Date April 8, 1998
	Title Project Development Engineer	

PROJECT PLAN ACKNOWLEDGEMENT

Return this form within 7 days of receipt to address shown above.

Receipt of the above transmittal is acknowledged.

Utility Superior Fuel & Light	Utility Authorized Representative Signature	Date
	Title	

UTILITY WORKSHEET Prepared by: **Potosi Gas & Electric Cooperative**

PLEASE RETURN THIS WORKSHEET BY **December 29, 2004** TO:

Project 5205-03-00
Potosi - Cassville Road
(Potosi - CTH N)
STH 133
Grant County

Wisconsin Department of Transportation
ATTN: Deborah Brucaya
2101 Wright Street
Madison, WI 53704-2583
(xxx)xxx-xxxx

1. Describe your proposed relocation plan for the above project, as requested in the enclosed letter, using highway stationing whenever possible. Attach extra sheets if needed.
2. Conflicting utility facilities will need to be relocated prior to construction. If this is not feasible, I need an explanation and also an indication of what work will require coordination with the highway contractor during construction.
3. Anticipated Start Date: _____
4. Estimated construction time required (in **working** days): _____
5. List the approvals required and the expected time schedule to obtain those approvals. Related to this, please include a list of the DOT real estate parcels that the State must have acquired to enable your company to complete the necessary facility installations and relocations prior to construction.
6. Review the enclosed plans for the above project. Are your facilities correct as shown? If not, list the errors. In some cases, it may be easier to return a marked up copy of the plan. **IT'S VERY IMPORTANT THAT YOUR FACILITIES ARE SHOWN CORRECTLY SINCE ALL CONSTRUCTION FIELD PERSONNEL WILL USE THIS INFORMATION. UNCORRECTED LOCATION ERRORS COULD CREATE CONSTRUCTION DELAYS OR DAMAGE TO UTILITY FACILITIES.**
7. Is this work dependent on work by other utilities? If so, which other utilities, and what time schedule has been coordinated with them?
8. Please provide the name, address, and phone number of the field contact person for this project, so that we may place this information on the highway plan.

Name: _____
Address: _____
Office Phone/Mobile: _____

WisDOT GUIDE TO UTILITY COORDINATION

9. List any other relevant information that may bear on the ultimate goal of preventing construction delay due to uncertain scheduling of utility facility relocations.
10. Do you have any facilities that are no longer in use but have been left in place in the project area? **Yes or No**
If "yes", approximately where are the facilities located and what type and size of facility is involved?

(Name of Person Who Prepared This Worksheet) _____

(Date) _____ (Phone Number of Preparer, plus Ext.) _____

NOTE: I will be sending you a Trans 220 Work Plan Approval letter and a Start Work Notice after I complete my review of your Work Plan.

Wisconsin Department of Transportation

August 6, 1999

MARK VIDAS
BRUNETTE ELECTRIC COOPERATIVE
5308 MARSH ROAD
MCFARLAND, WI 53558

Dear Mr. Vidas,

NOTICE OF POTENTIAL CONFLICT

RE: Project I.D. 3421-00-71
Delavan - Darien Road
(Delavan - Allens Grove)
STH 15 Walworth County

The Wisconsin Department of Transportation will be reconstructing the above project. Work will include widening of shoulders, changing the grade line from CTH X to CTH D, curb and gutter storm sewer work in Delavan and in Allens Grove, replacing the box culvert at Turtle Creek, and re-decking the bridge over Swan Creek.

Brunette Electric Cooperative (BEC) has facilities that are in conflict with this project that is scheduled for construction in 2001. Please review the enclosed materials to determine where your facilities are in conflict with the proposed highway project and to develop a relocation plan.

Enclosed for your use are the following:

1. A county map showing the general location of the project. This project is located in Sections 23, 24, 26, 27, 31 and 32 of Darien Township, Town 2 N, Range 15 East in Walworth County.
2. Right-of-Way Plat 3421-00-21. Please review this plat carefully. If BEC's facilities are not shown correctly, please let us know so that we can correct our records. **It is very important that your facilities are shown correctly on this plat.** This information is used on our construction plan and detail sheets which are used by all construction field personnel. **Uncorrected location errors could have serious consequences.**
3. Plan and profile sheets and cross-sections for the mainline and crossroads for the portions of the project where you have facilities.
4. Storm sewer design detail sheets for the portions of the project in Delavan and Allens Grove.
5. A "Utility Worksheet" form to assist you in providing the information we need regarding your relocation plans.
6. A list of utility contact people for this project. This list may be used to coordinate your relocation activities with the other utilities.

7. List of real estate commitments made to property owners that may affect your design. There may be additional commitments made later, which will be forwarded to you.

There are two environmentally sensitive areas on the project:

The property near Station 125+00 on the right is a former gas station. Contaminated soils have been detected in that area. Additional information regarding this site can be obtained by calling Gayle Monroe at (xxx) xxx-xxxx.

The house at 516 Barnes Street (Station 137+00 left) is on the National Register of Historic Places. Any aboveground facilities in that area should be designed with that in mind. If you have any questions regarding this site or the suitability of your design, please contact Joan Bruggink at (xxx) xxx- xxxx.

We have identified potential conflicts with BEC facilities from Station 120+50 to Station 250+00, and on CTH X and CTH D near the STH 15 intersections. However, it is important that you independently evaluate all possible conflicts.

DEADLINES: The design complete date for this project is April 1, 2000, with a construction letting date of October 15, 2000. The work is scheduled to take place during the 2001 construction season. It would be best if you could do your relocation work in the summer and fall of 2000. **We will need a reply from you by January 30, 2000** so that we can include the information regarding your relocation work into our highway plans. **Your reply should consist of sketches of your proposed work along with the completed "Utility Worksheet" form.** If you prefer not to use the form, you must at least provide the information requested on the form.

If you have any questions regarding this letter, utility coordination, or utility permits, please contact me at (xxx) xxx-xxxx.

Additional contact people for this project:

Design questions: Dave Solberg, xxx-xxx-xxxx

Real Estate acquisition questions: Craig Rusch, xxx-xxx-xxxx

Survey questions: Jim Kropp, xxx-xxx-xxxx

We appreciate your cooperation and assistance in our project development efforts.

Sincerely,

Ron Smith
District 2 Utility Coordinator

Wisconsin Department of Transportation

CRAIG RUSCH
VERIZON COMMUNICATIONS
209 PARK STREET
SHEBOYGAN FALLS, WI 53085

Dear Mr. Rusch,

RE: Project I.D. 3421-00-71
Watertown - Hustisford Road
(Watertown - Karisa Drive)
STH 109 Dodge County

Enclosed are the final plans and the "Utility" portion of the Special Provisions for the above project. We have highlighted a few minor changes to the plan that have occurred since we sent the plans dated 3/15/2003.

The significant changes are:

- Curb and Gutter was extended from Station 102+50 RT to 103+15 RT.
- The storm sewer at the STH 109-Kohler Rd intersection has been reconfigured.
- The driveway at Station 135+67 LT was moved to Station 137+50 LT.
- The profile of American Club Drive was changed, which extended the project limits 150 feet and changed the cross sections on American Club Drive.
- Curb and Gutter was added to Kathi Lane.

Your TRANS 220 Work Plan was approved on 1/31/2004.

The Special Provision for this project regarding Verizon was written based on your TRANS 220 Work Plan. If there have been any changes to your plan please contact us immediately so that we may try to update the Special Provisions.

All Real Estate parcels have been acquired for this project. Construction is expected to begin in mid-June, 2004.

If you have any questions regarding these plans, you may contact me at (xxx)-xxx-xxxx, or the Project Designer, Harvey Rieder, at (xxx)-xxx-xxxx.

Sincerely,

Barbara Polce
Utility Coordinator

PLAN QUALITY SURVEY FORM

FOR USE BY UTILITY COMPANY PERSONNEL

The purpose of this form is to solicit input from utility company personnel that use highway improvement plans to determine conflicts with utility facilities and to design utility relocation plans. Your observations will help determine the adequacy of the information provided for your use, and will identify areas that need improvement. You are encouraged to fill this out and return it at your convenience.

Completed forms should be sent to: **Ernest Peterson, P.O. Box 7916 Room 651, Madison WI 53707-7916**

This column to be filled out by utility	This column to be filled out by WisDOT
Utility Name:	WisDOT Project I.D. #
Contact Person:	District Consultant Plan (Y or N)
Phone Number:	Consultant Firm:

The subject areas listed below are suggestions only. You should not feel that your comments are limited to those areas. You may reply selectively. The entire form does not need to be completed. Additional sheets or subject areas can be added as well.

Item	Comments
LEGIBILITY (Size of drawings, quality of printing, clutter, etc.)	
ACCURACY OF UTILITY INFORMATION (Are your facilities shown correctly?)	
REIMBURSABLE FACILITIES (Could you tell which facilities were compensable?)	
PROPOSED WORK (Were you able to determine what the proposed work entailed?)	
ENVIRONMENTAL INFO (Are sensitive sites adequately shown on the plan? Contaminated, historical, endangered species, etc.)	
COMPLETENESS OF INFO (Was all of the information you need to determine conflicts and design your relocation included in the plan submittal?)	

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SPECIFIC PLAN SHEETS	COMMENTS ON PLAN SHEETS
R/W PLAT	
TYPICAL SECTIONS	
PLAN & PROFILE	
CROSS SECTIONS	
CONSTRUCTION DETAILS	
OTHER	

ADDITIONAL COMMENTS:

THANK YOU FOR TAKING THE TIME TO COMMENT!!

DOT (or) CONSULTANT LETTERHEAD _____

**TRANS 220 PROJECT
PROJECT PLAN TRANSMITTAL**

December 23, 1998

JUSTIN T WOODS
ALLIANT ENERGY
P.O. BOX 192
LONE ROCK WI 53556

RE: Potosi - Cassville Road
(Potosi - CTH "N")
STH 133

Design Project I.D. 5205-03-00
Construction Project I.D. 5205-03-71
Grant County

This letter is being sent to satisfy the legal requirements of Wisconsin Statute 84.063 and Administrative Rule TRANS 220:

- 1) Within 7 days of receipt of this letter, you'll need to sign and return the "Notice Acknowledgment" portion of the Project Plan Transmittal form. A business reply envelope is enclosed.**
- 2) Within **** days you'll need to submit a Work Plan to describe what relocations will be required by this project. A Utility Worksheet is enclosed to help you develop a complete Work Plan.**

Facilities and/or easements owned by your company have been identified in areas of proposed new right of way being acquired for this project. It will be necessary to acquire easement rights from your company. I expect **no conflicts** between our proposed construction operations and your facilities within the project limits, so I have not included a utility agreement form in this mailing. However, we will need a release of rights document from your company.

I am not sending a release of rights document at this time because the Transportation Project Plat for this project has not been recorded at the County Register of Deeds office. The appropriate release of rights document will be sent to you after the plat has been recorded.

If you agree with this "no conflict" determination after you've reviewed the enclosed plans, then you can fulfill your TRANS 220 Work Plan responsibilities by doing the following:

- 1. State under Item 1, on the enclosed Utility worksheet *"A relocation plan is not needed. We have reviewed the proposed plan and agree with the DOT that no conflicts are expected between the highway work and our facilities."* (or a variation of this).**
- 2. State under Item 6** that your facilities are shown accurately.
- 3. List a contact person in Item 8.**
- 4. Fill out the date, name and phone number of the person** who prepared the worksheet.
- 5. Return the worksheet.**

If you disagree with this "no conflict" determination, please call me to explain and I will send you the appropriate utility agreement documents.

WisDOT GUIDE TO UTILITY COORDINATION

Remember that in fill sections and in transitions between cuts and fills, it is common for cuts of from 6" to 18" to occur when removing the existing pavement or topsoil, before the fill is added.

Further, pay particular attention to ditch cuts; culvert, end wall, and cattle pass replacements and extensions; and driveway construction. All of these seemingly minor operations can affect your facilities in major ways. (OPTIONAL PARAGRAPH, INCLUDE ONLY THOSE ITEMS THAT APPLY)

Enclosed are the following:

1. Project Plan Transmittal form (DT1078) and Project Plan that includes a Right-of-Way Plat, Plan and Profile Sheets, cross sections, and intersection details. A self-addressed return envelope is included to assist you in meeting the 7-day "Notice of Acknowledgment" deadline.
2. Utility Worksheet, as mentioned above.
3. Conveyance of Rights form DT1660. **(Do not send at this time if a Transportation Project Plat (recordable plat) is involved.)**
4. County map showing the general location of this project. This project is located in Sections 19, 29, 28, 27, 34, 35 and 36 of Waterloo Township in Town 3 North, Range 4 West, Grant County.
5. Project Synopsis, which describes the work to be done and includes a list of environmentally sensitive areas.
6. List of utility contact people for this project. This list may help you coordinate your relocation work with the other utilities.
7. List of real estate commitments made to property owners that may affect your design. There may be additional commitments made later, which will be forwarded to you.

DEADLINES: As stated on Form DT1078, we will need your **Work Plan or the enclosed Utility Worksheet** by **May 15, 1999**. This project's design complete date is July 1999, with a construction bid letting scheduled for March 2000. I will send you the release of right document as soon as it is available.

We appreciate your cooperation and assistance in our project development efforts.

Sincerely,

Deb Brucaya
District 1 Utility Coordinator

CONTACTS LIST:

Deb Brucaya	608-246-3853	Technical Service Section - Utility Unit
Ben Heninger	608-246-3172	Project Development Section - Project Supervisor
Sean Mulloy	608-246-5861	Project Development Section - Project Manager
Riley Heninger	608-246-7918	Technical Service Section - Survey Coordinator
Kevin Watts	608-246-7390	Technical Service Section - Real Estate Agent

Enclosures

DOT (or) CONSULTANT LETTERHEAD _____

**TRANS 220 PROJECT
PROJECT PLAN TRANSMITTAL**

December 23, 1998

Justin T Woods
Alliant Energy
P.O. Box 192
Lone Rock WI 53556

RE: Potosi - Cassville Road
(Potosi - CTH "N")
STH 133

Design Project I.D. 5205-03-00
Construction Project I.D. 5205-03-71
Grant County

This letter is being sent to satisfy the legal requirements of Wisconsin Statute 84.063 and Administrative Rule TRANS 220:

- 1. Within 7 days of receipt of this letter, you'll need to sign and return the "Notice Acknowledgment" portion of the Project Plan Transmittal form. A business reply envelope is enclosed.**
- 2) Within **** days you'll need to submit a Work Plan to describe what relocations will be required by this project. A Utility Worksheet is enclosed to help you develop a complete Work Plan.**

Facilities and/or easements owned by your company have been identified in areas of proposed new right of way being acquired for this project. It will be necessary to acquire easement rights from your company, as well as provide for reimbursement of the eligible relocation work. A list of reimbursable interests and conflicts is attached. NOTE: Even though I'm providing this list, equal responsibility for conflict identification lies with you.

I am not sending a release of rights document at this time because the Transportation Project Plat for this project has not been recorded at the County Register of Deeds office. The appropriate release of rights document will be sent to you for execution after the utility agreement has been approved

Remember that in fill sections and in transitions between cuts and fills, it is common for cuts of from 6" to 18" to occur when removing the existing pavement or topsoil, before the fill is added. Further, pay particular attention to ditch cuts; culvert, end wall, and cattle pass replacements and extensions; and driveway construction. All of these seemingly minor operations can affect your facilities in major ways.

(OPTIONAL PARAGRAPH, INCLUDE ONLY THOSE ITEMS THAT APPLY)

Enclosed are the following:

1. Project Plan Transmittal form (DT1078) and Project Plan that includes a Right-of-Way Plat, Plan and Profile Sheets, cross sections, and intersection details. A self-addressed return envelope is included to assist you in meeting the 7-day "Notice of Acknowledgment" deadline.
2. Utility Worksheet, as mentioned above.
3. Conveyance of Rights form DT1660 OR Quitclaim Deed form DT1661. **(Do not send at this time if a Transportation Project Plat (recordable plat) is involved.)**
4. Audit Agreement form DT1541 and Lump Sum Agreement form DT1542. You may use whichever agreement is appropriate if the amount of the agreement is less than \$35,000. The Audit Agreement must be used if the amount of the agreement is larger

than \$35,000. If you decide to use the Audit Agreement, pay particular attention to Provision #3 of the agreement that pertains to subcontracting.

5. County map showing the general location of this project.
This project is located in Sections 19, 29, 28, 27, 34, 35 and 36 of Waterloo Township in Town 3 North, Range 4 West, Grant County.
6. Project Synopsis, which describes the work to be done and includes a list of environmentally sensitive areas.
7. List of possible utility conflicts, with compensable areas identified. If you disagree with what has been identified as compensable, please call me to discuss.
8. List of utility contact people for this project. This list may help you coordinate your relocation work with the other utilities.
9. List of real estate commitments made to property owners that may affect your design. There may be additional commitments made later, which will be forwarded to you.

In connection with the Agreement, I authorize you to prepare plans, estimates, and sketches documenting the anticipated relocation work. The plan should show both the present affected facility and the relocated or replaces facility with ties to highway stationing so that the location can be readily identified. Base your estimate on standard accounting practices and applicable portions of the Code of Federal Regulations 23, Part 645, Subpart A-Utility Relocations, Adjustments and Reimbursement. Include appropriate credits for used life, salvage, and betterment, or a statement declaring there are none.

Construction authorization for this work is NOT hereby extended. Any construction performed before a written or verbal start work notice is received from me may not be reimbursed.

DEADLINES: As stated on Form DT1078, we will need your **Work Plan or the enclosed Utility Worksheet**, the signed **Conveyance of Rights (or Quitclaim Deed) form**, the signed **Agreement** and **four (4) copies of your estimate and sketches** by **May 15, 1999**. This project's design complete date is July 1999, with a construction bid letting scheduled for March 2000.

SUBCONTRACTING: You may intend to hire a consultant to prepare your work plan and engineer your relocation design, or you may propose to hire a contractor to perform the necessary relocations. As long as the consultant and the contractor you use are regularly employed in your operations under a continuing contractual arrangement, there is no need to contact me. If not, however, please call me to discuss the additional information I'll need from you.

We appreciate your cooperation and assistance in our project development efforts.

Sincerely,

District 1 Utility Coordinator

CONTACTS LIST

Deb Brucaya	608-246-3853	Technical Service Section - Utility Unit
Ben Heninger	608-246-3172	Project Development Section - Project Supervisor
Sean Mulloy	608-246-5861	Project Development Section - Project Manager
Riley Heninger	608-246-7918	Technical Service Section - Survey Coordinator
Kevin Watts	608-246-7390	Technical Service Section - Real Estate Agent

Wisconsin Department of Transportation

August 17, 1998

TO: Technical Service Managers
Project Development Managers
District Utility Coordinators

FROM: Robert Bovy
Chief of Design Services and Quality Management

SUBJECT: Readability of Plans Sent to Utility Companies

We have had numerous complaints from utility companies stating that the plans they are being sent are of poor quality and it is difficult for them to determine if their existing facilities are in conflict with our proposed construction.

In review of this issue it seems one of the main reasons for this is the reduction in plan size. If the utility locations are hard to see on the large size plan they are virtually impossible to see when the plans are reduced. Urban plans are often very cluttered with information and it is difficult to determine which lines are which, or to decipher one symbol from another.

Another reason for these complaints is that sometimes the reproduction quality is not very good. Existing facilities which are screened do not show up well when the printed copy is lighter than it should be, due to low toner or an improper setting on the printer.

One solution to this problem may be to enhance the level that the utilities are shown on for the plans that are being prepared for utility use. While adding extra work for our Project Development staff it would seem this is the solution that would involve the least total effort and cost.

Another alternative to consider would be to provide all utilities with the old standard (large size) plan. This solution poses special problems in that some Districts, as well as some consulting firms, are no longer equipped to produce the large size plans in quantity. Having to provide a large plan to utilities could be very costly.

A solution mentioned by some of the utilities is to provide them with a copy of our electronic plan file. This has been done occasionally in the past with good results. However, as with providing printed plans, the provider must remember to send all revisions to the utility so that they are made aware of changes that may affect their relocation plans. Failure to perform this function could result in the State being responsible for any cost incurred by the utility for relocation caused by a plan change (second move).

As you can see the solution is not easy due to the diverse way we, as well as our suppliers (consultants), do business. We therefore ask that you review the plans you are sending to utilities. Put yourself in their shoes. If you were in charge of relocating the utility lines could you determine which lines were in conflict? If the answer is no, some form of action is required.

Thank you for your cooperation in this matter of mutual interest.

Chapter 11

UTILITY REIMBURSEMENT PROCESS

GENERAL

This chapter was developed to provide a guide that conforms to State and Federal policies for the payment of the cost of relocation and /or adjustment of utility facilities required to accommodate highway improvement projects. It should be noted that in many cases State guidelines are more restrictive than Federal regulations. When this situation occurs the State policies shall prevail when determining the amount due the utility for necessary adjustments.

WISCONSIN REIMBURSEMENT POLICY

State statute 66.0831 ([Figure 1-8](#)) requires that utilities protect or alter their facilities to accommodate a highway or street project, provided they are given reasonable notice and the work is reasonably necessary to complete the project. If the project is done by or for the state or by or for any county, city, village, or town, the cost of the protection or change shall be borne by the utility.

Wisconsin's policy for the payment of costs to relocate utility facilities is founded on the premise of the State gaining all right, title, and interest in lands being acquired for highway use from a utility where a utility has obtained a land interest. ([Figure 1-11](#) is statute 84.09, the basis of all WisDOT land acquisition. The utility's easements or prescriptive rights are the land interests that are being acquired. [Figure 11-23](#) is the part of statute 32.09 that addresses the condemnation of an easement.)

In exchange for this land interest the Highway agency agrees to pay the cost to relocate or adjust the utility facilities to accommodate the proposed highway project(s) now and in the future. A special "Conveyance of Rights" document has been developed to accomplish the transfer of land rights to the State while reserving a future right to the Utility for payment of facility adjustments should the utility choose to remain within the same corridor (easement). [Figure 11-31](#) is a letter from the State Attorney General's Office discussing the concept of "just compensation" for utility takings.

A conveyance of rights from an earlier project may be the basis of payment for the relocation of utility facilities that are now within the highway right of way.

Normally municipally owned utility facilities that lie in highway or street right of way are not eligible for compensation. However, a provision exists in State Law that allows *Municipal Utilities* to recover the relocation cost for facilities located on highway right-of-way if the roadway being developed is a "Designated Freeway". This policy is described in chapter 84.295 (4m) of the Wisconsin Statutes. (See [Figure 11-21](#)) Under this policy *Municipal Utilities* are reimbursed 90% of the eligible relocation cost. A *Municipal Utility* is not required to hold a land interest in the area being taken for the highway in order to receive reimbursement of relocation cost

under this policy. In fact, if a utility does have a land right, the normal reimbursement policy takes effect.

In a July 25, 1989 memo from Joe Dresser, State Design Engineer and Tom McCarthy, State Real Estate Manager that was approved by Marvin Schaeffer, Division Administrator, a **Second Move** policy was established to provide for payment of utility relocations caused by a plan error or change to the plan. (See [Figure 11-1](#).) This policy was intended to avoid Claims Commission involvement in circumstances where it is generally agreed that the utility is entitled to compensation. It is unreasonable to expect a utility to bear the cost burden of an error or omission on behalf of WisDOT.

State Statute 84.063(4)(a) and Trans. 220.06(1) also require WisDOT to bear the cost of “second moves”.

AGENCY RESPONSIBILITIES

The Central Office staff provides assistance to the Districts, review and recommend approval of utility agreements, establish procedures in accordance with approved policy and provide liaison between the Districts and utility companies concerning policy and negotiations.

District Offices are the focal point of utility coordination. They must recognize areas of potential conflict between utility facilities and highway improvements. They must work out satisfactory accommodations for each situation; arrange for relocation or adjustment of utility facilities; maintain liaison with the utility companies; work with utility companies to develop satisfactory estimates for the reimbursement of facility relocation costs; monitor utility relocation activities; and review and recommend payment of utility billings and contract change orders.

LAND RIGHTS

Title to beds of all natural lakes and ponds, and of navigable rivers, belongs to the State. **State v. Trudeau**, 139 Wis.2d 91 (1987). **This means that all utility facilities in, or under, natural lakes, ponds and navigable rivers are non-compensable.**

WisDOT recognizes five different types of land rights. They are fee title, easements, prescriptive rights, conveyance of rights, and long term lease agreements or similar documents.

Fee title - A utility company owns the land that its facilities are on.

Easements - Easements are agreements between the landowner and the utility company that restrict the use of the land by the landowner and provide rights to the utility company to construct on and occupy the land. Easements are usually recorded at the county register of deeds office, but there was a time when property owners objected to signing documents that were to be recorded against their land. In order to satisfy the property owner, some easements were never recorded, the property

owner and the utility owner each held a copy. In other cases, the easements were just verbal agreements, and nothing was written down.

WisDOT does not recognize easements that are written to include portions of highway right of way. In almost all cases, the grantor does not have jurisdiction over highway lands. See [Figure 11-33](#) for an opinion by the Attorney General.

Prescriptive rights - State Statute 893.28(2) (see [Figure 11-18](#)) provides for acquiring a land right through prescriptive rights via adverse user. WisDOT recognizes that a utility can obtain a land right if it occupies private property continuously and unchallenged for 10 years. State Statute 893.29 prevents anyone from obtaining adverse possession against the state or any other political subdivision. WisDOT requires proof that the utility facility has been in place on private property for 10 years, but does not require the utility to take formal legal action to establish the prescriptive right. [Figure 11-32](#) is an opinion by the Attorney General verifying the compensability of prescriptive rights.

Conveyance of rights - WisDOT often obtains a conveyance of rights from a utility. This conveyance of rights document (see [Figure 11-12](#)) gives the utility the right to compensation for future relocations caused by a highway improvement project.

Long term lease or similar document - the Office of General Counsel views a long-term lease as a legal land division. If a utility has a long-term lease it would be considered by WisDOT as a land right. There may be other documents that can be construed to provide a utility with a land right. If you have a question regarding such a document, contact the Bureau of Highway Development Design Services Section for assistance.

Discontinuance of highways – When WisDOT, or any local unit of government, discontinues a highway or sells off excess lands; the utility facilities that occupied the land retain their rights of occupancy and the rights of entrance, maintenance, construction, and repair of their structures. Statute 80.32 deals with this issue. See [Figure 11-22](#) for an excerpt of the statute. It is best to include these rights as an easement upon the affected land at the time of discontinuance of the highway, so that it is clear to the purchaser and all future owners.

RELEASE OF RIGHTS DOCUMENTS

When a utility has an interest in the land being acquired for a highway it will be necessary to acquire that land interest in order to provide clear title and ownership of the highway. The type of document used to acquire these land rights will vary depending on the location of the utility facilities and the utility's desire to remain within its original easement on highway land or to relocate to new lands.

Each permanent conveyance document, either the Quit Claim Deed or the Conveyance of Rights, must be signed by an authorized utility representative, and recorded with the County Register of Deeds. In order to record the documents, each will have to be authenticated by an attorney licensed to practice law, or notarized by a licensed Notary Public. Copies of the recorded conveyance document should be sent to the utility company.

For additional guidance on the release of rights documents involving Transportation Project Plats (recorded plats), see the Chapter 9 section of this Guide that is titled “Transportation Project Plats”.

Quit Claim Deed

When a utility has land rights within the area being acquired for right of way and chooses to relocate off their existing easement onto new private easement they should provide a *Quit Claim Deed* for the area they are vacating. The cost of acquiring a new easement as well as the relocation of facilities would normally be considered a reimbursable cost.

This type of release should also be used when the utility is removing their facility and not placing anything in the area of the old easement such as when they move to the other side of the highway, or if the properties are served by a line from a different direction, away from the highway.

The Quit Claim Deed form, DT1661, is available in MS-Word. (See [Figure 11-13](#))

Conveyance of Rights in Land

When a utility has land rights within the area being acquired for right of way and chooses to have its facilities remain within those easements, or stay within the new highway right of way, the utility would provide WisDOT with a *Conveyance of Rights in Land*. This saves WisDOT the cost of paying the utility to acquire a new private easement. When this type of conveyance is provided the utility will be entitled to future reimbursement costs associated with the relocation or adjustment of their facilities should they need relocation or adjustment to accommodate expanded or additional highway improvements.

The reason WisDOT has agreed to these future payments is because utilities could continually obtain easements just outside the right of way being acquired for highway use. This would result in WisDOT paying the future relocation costs plus easement acquisition costs should the need arise to acquire additional right of way in the future. This results in a series of moves over time, with continual relocation costs as well as costs for obtaining easements each time. The Conveyance of Rights in Land document eliminates the easement acquisition costs, both now and in the future.

The Conveyance of Rights in Land, form DT1660, is available in MS-Word. (See [Figure 11-12](#))

This form was created as ED660 in 1962. It was later replaced by form DT1660.

Temporary Release of Easement

Whenever a Temporary Interest (TI) is obtained in an area where a utility has a land interest, any utility facilities within the TI are compensable. A TI could be either a Temporary Limited Easement or a Construction Permit. In order to provide that compensation, we need a document that verifies the existence of a utility land interest. A Quit Claim Deed or a Conveyance of Rights In Land would be inappropriate because they are permanent documents. A temporary document is required in which the utility company acknowledges that they have an interest in the land and that they are aware of our proposed work. A Temporary Release of Easement is the document most commonly used.

Many utility company easements place restrictions on what kind of excavation can occur in the easement area. Often work associated with a highway project may violate those restrictions. A Temporary Release of Easement removes any utility company restrictions on the land for the duration of the highway project, allowing the highway work to proceed.

When a Permanent Limited Easement (PLE) is acquired in an area where a utility has a land interest, any utility facilities within the PLE are compensable. Since the department is not the underlying fee owner, a Conveyance of Rights is not the proper document to use because the utility would be giving up its right to be on the land and the department does not have the authority to grant permission to occupy the land to the utility. In a PLE area a Temporary Release of Easement should be used. This document expires when the work is completed and yet provides the department with a document that both acknowledges the utility land interest and temporarily releases any restrictions that might affect construction activities.

A Temporary Release of Easement for a Transportation Project Plat (TPP) will have slightly different wording than a Temporary Release of Easement for a non-TPP project. The right of way plat for a TPP is recorded at the County Register of Deeds office. However, this will frequently take place late in the design process, possibly after the Project Plans package is sent to the utility companies. Since the Temporary Release of Easement is not recorded, it does not have to contain the recording information of the TPP. It can merely refer to the right of way plat by project ID number and state that the plat is available for viewing at the District office.

A sample Temporary Release of Easement is shown in [Figure 11-14](#), Page 1. A sample Temporary Release of Easement for a TPP project is shown in [Figure 11-14](#), Page 2.

LEGAL DESCRIPTIONS

The legal description in the release of rights document must accurately describe the lands where the utility is conveying its land interest. There are several ways that the legal description can be written to accomplish this task. The following format is the recommended way of describing the land rights to be acquired by WisDOT.

General Format

All that part of the {list quarter-quarters} of Section __, T__N, R__(E or W), {continue listing quarter-quarters and Sections, Town and Range if necessary},__ County, Wisconsin, subject to Grantor's easement or interests included in lands acquired by the Grantee for Project XXXX-XX-XX, Description, Subtitle, Highway, __ County, Wisconsin, dated __ and subsequent revisions, as filed with the County Clerk (or as recorded with the Register of Deeds) of __ County, State of Wisconsin.

Quarter-Quarter Example

All that part of the NW ¼ -SE ¼, the SW ¼-SE ¼, and the SE ¼-SE ¼, of Section 26, T21N, R6E, Wood County, Wisconsin, subject to Grantor's easement or interests included in lands acquired by the Grantee for Project 6320-00-21, STH 13

– Adams County Line (Ten Mile Creek Crossing), STH 73, Wood County, Wisconsin, dated October 1, 2002, and subsequent revisions, as filed with the County Clerk of Wood County, State of Wisconsin.

Government Lot Example

All that part of Government Lot 5, xxxxxxxxxxxxxx, subject to Grantor's easement and interests included in lands ...

Farm Lot Example

All that part of Farm Lot 13 of the Private Land Claims at Prairie du Chien, Wisconsin, subject to Grantor's easement and interests included in lands ...

Recordable Plat Example

All that part of the lands subject to Grantor's easements or interests included in lands acquired by the Grantee in parcels 1, 3, 5, 6, 9, 10 and 15 of Transportation Project Plat 5255-03-21-4.01, recorded in Volume 1 of Transportation Projects Plats as Document Number 110 on October 21, 2003 in the Juneau County Office of the Register of Deeds; parcels 20, 23, 25, and 28 of Transportation Project Plat 5255-03-21-4.02, recorded in Volume 1 of the Transportation Project Plats as Document Number 115 on October 23, 2003 in the Juneau County Office of the Register of Deeds; parcels 31, 34, 37, 38, and 40 of Transportation Project Plat 5255-03-21-4.03, recorded in Volume 1 of the Transportation Project Plats as Document 130 on November 5, 2003; and all subsequent revisions.

UTILITY AGREEMENTS

There are three types of utility agreements:

Audit Agreement

Under this arrangement the state agrees to reimburse the utility company for the actual net cost of utility work including the cost of personnel, equipment, and materials. The amount is confirmed by an audit of company records. This is the most common agreement type. The agreement incorporates general guidelines governing performance of the work and specifies reimbursement based on the actual cost to the utility company. This type of agreement has evolved to cover most situations where cost may be expected to vary from the estimate. The Audit Agreement is suitable for all types of compensable relocations.

The advantage of audit type agreements is that net reimbursement is based on actual cost. Because payment is determined subsequent to completion of utility work, the disadvantages of audit type agreements are the time and expense of the audit and the added time lapse before the agreement can be closed out. Also, if there is a discrepancy in the audit, the time to resolve the situation can be extensive.

The audit type agreement can be used on any size agreement but must be used for agreements over \$50,000.00. The audit agreement form, DT1541, is available as a MS-Word document. (See [Figure 11-15](#))

Lump Sum Agreement

A lump sum agreement sets forth guidelines governing performance of the work and includes the provision for payment of a lump sum dollar amount to the utility company. The lump sum should cover the cost of all work items. To enter into a Lump Sum agreement it is necessary for both the Department and the utility to agree to a lump sum dollar amount. The utility company must provide a fully detailed cost estimate that the Department can accept. There should be no contingency items in the estimate.

The advantages of a lump sum type agreement are quick processing of bills and the lack of need for an audit after utility work has been completed. However, since more time must be spent in review of the agreement and estimate, more detail is required and there may be no savings over an audit type agreement. A lump sum agreement is an advantage only when the work involved is very clear, no contingency items will be added and there will be quick agreement on the lump sum amount.

The lump sum type agreement is limited to an amount of \$50,000.00 or less. The lump sum agreement form, DT1542, is available as a MS-Word document. (See [Figure 11-16](#))

Municipal Agreement

A Municipal Agreement is used for municipally owned utilities on projects covered by State Statute 84.295(4m), which are projects on “Designated Freeways”. (See [Figure 11-21](#)). This applies to facilities that are located on public lands that would otherwise not be compensable. In this case 90% of the eligible relocation costs are reimbursable. There is no maximum or minimum dollar amount. The eligible costs are the actual costs minus the salvage value, used life credit, and betterment.

Not all highways that are built to freeway standards are “designated freeways”. The [“Official State Trunk Highway System Maps”](#) booklet published annually by WisDOT has a list of highways that have been officially designated as freeways. It is important to note that “designated expressways” are not covered by 84.295(4m) and are therefore not compensable.

The municipal agreement, whose official name is “Agreement For Payment For Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction”, is form DT1575 and is available as a MS-Word document. (See [Figure 11-17](#))

The Municipal Agreement also requires that a DT25 form “Recommendation To Governor For Contract And Bond Approval” be filled out. These agreements must be approved by the Governor’s office.

Instead of parcel numbers, Municipal agreements have Utility Agreement numbers, which are shown as UA #101, UA #102, etc., on the right of way plat, the utility agreement or any other documentation. Generally there is only one, but sometimes, there are several municipalities involved, or several different agreements (one for sewer, one for water, one for municipal electric), so the UA number helps keep it straight as to which agreement it is to be charged to. Also, it could be a staged

project with different UA numbers for each stage of the project. Select the UA number so that it is distinctive from the rest of the parcels. If there are more than 100 parcels on a plat, but less than 200 parcels, start with UA #201.

PRELIMINARY ESTIMATE

As soon as the right-of-way plat is developed, the District Utility Coordinator should review the plat to verify the areas in which utility companies are shown as having a land interest and reimbursable facilities. An estimate of the cost for each utility parcel should be made.

This estimate should be based on previous costs for similar work in the area by the utility. In some cases it may be necessary to contact the utility and request a preliminary estimate of the cost to adjust the reimbursable facilities. Once this information is gathered the cost for each parcel should be provided to the FOS coordinator in the District Planning Unit and scheduled along with all other project costs. It is customary to schedule this work six months prior to the earliest work that will take place on the highway project. It is common for the utility work to take place sooner than the highway work. Since the exact schedule of the utility work is not known at the time funding is arranged, programming the cost six months prior to the earliest contract usually provides an adequate time frame for budgeting purposes.

PLAN SUBMITTALS

As soon as the relocation order is approved and construction plans have been sufficiently completed the District shall send the affected utilities a copy of the construction plan and right-of-way plat. In the case of TRANS 220 projects the submittal shall include a copy of form DT-1078 indicating the type of work being undertaken as well as the date due for the utility's work plan and estimate if reimbursable work is involved. (See Chapter 10, [Sending Plans to Utilities](#) for additional information)

Items normally included in this submittal are:

1. A Conveyance of Rights (DT1660) or Quit Claim Deed (DT1661) document (*only if the R/W plat is not a Transportation Project Plat or if the TPP is already recorded*).
2. One copy of the agreement document, Lump Sum (DT1542) or Audit (DT1541).
3. One copy of the Construction Plan with cross sections as well as any other necessary detail sheets and storm drainage information the utility will need to plan their relocation.
4. One copy of the complete right-of-way plat.
5. The necessary TRANS 220 materials.
6. One copy of the "Utility Work Sheet". This sheet provides a guide to lead the utility through the work plan process.

SUB-CONTRACTING BY UTILITY

Utility work required to accommodate a highway improvement is often over and above the utility's normal workload and capacity. Due to this extra work load a utility is often required to seek the assistance of sub-contractors to perform the relocation work to meet highway improvement schedules. Work by sub-contractors falls into two distinct areas, work by continuing contractors and work performed under competitive bid-contract.

Continuing Contractor

Many utilities maintain contracts with private contractors capable of performing the variety of work the particular utility requires to maintain its operation. Typically the rates the private contractor will charge for this work are predetermined and on record with the utility. If a utility chooses to use a continuing contractor for work on a reimbursable highway project the State must approve the rates and accounting methods used by the utility to select the continuing contractor. These practices are subject to review annually by the Bureau of Financial Services. The practices used to select a continuing contractor must conform to all State and Federal requirements.

Competitive Bid

When a utility chooses to sub-contract all or a portion of the reimbursable utility work required to accommodate a highway project, the utility must first obtain permission from the highway agency responsible for payment of the utility relocation cost. In order to use a sub-contractor the utility will be required to obtain at least three competitive bids for the work to be performed. The utility must provide the highway agency with a copy of all bids submitted and provide the name of the contractor selected. The contractor submitting the low bid should be selected. If the utility does not want to use the low bidder a detailed explanation must be provided stating why the low bidder is not being given the contract. If the low bid is not selected the highway agency may, at its discretion, request the work to be re-bid. No work shall be performed by the utility or its sub-contractor prior to approval of the contract. Any work performed prior to approval and/or before a notice to proceed with work has been issued by the highway agency may be subject to citation and may result in non-payment by the highway agency.

REIMBURSEMENT PHILOSOPHY

As defined in Wisconsin's Reimbursement Policy (at the beginning of this chapter) the State will pay for the cost to relocate or adjust utility facilities that occupy an area being acquired for highway right of way wherein the utility has acquired a land interest either through executed easements or under prescriptive rights as defined in Wisconsin Statutes 893.28(2). The land interest could also be a conveyance of rights document from a previous highway improvement project.

In most situations the facilities eligible for relocation costs are easily recognized. However, it is rare that all of the utility work involved with a project is in the new acquisition area. When utility facilities fall within the right-of-way acquisition area as well as within the existing right of way the task of developing an accurate estimate can be somewhat more difficult. In this situation, WisDOT pays a percentage of the total project cost. This percentage is derived from the ratio of compensable work to total work. It is often necessary to develop a way to arrive at the *State Share* of the

overall estimate of the project cost. This same percentage will later be applied to the billing.

All decisions are based on **actual existing locations, not intended locations**. For example, if there is a telephone easement adjacent to the highway right of way but 500 feet of the cable was placed on highway right of way, that 500 feet is **not** compensable.

Service Drops

Service drops are generally not considered to be compensable by themselves. Their costs are included in the total costs of the project, and the percentage of payment for the distribution facility, derived as stated below, is applied to the total cost of the project. Generally, if none of the distribution facility is on private land, none of the service connections are considered compensable, even though some work may need to be done on private land to complete the connection. There are exceptions to this. If an easement has been acquired specifically for a service drop, the service drop may be considered compensable. Also, large service drops for factories or large public buildings such as schools may be compensable. These service drops more closely resemble distribution facilities than service connections. If you are uncertain about whether a service drop is compensable, contact the Statewide Utility Coordinator.

Buried facilities

For buried line facilities, the ratio of the length of the existing line in compensable areas to the total length of the line in the compensable areas and inside existing highway right of way that is affected by the highway project is used to compute the compensable ratio of the estimate. **Compensable areas would include new acquisition areas and areas where there is a conveyance of rights from a previous project.** This ratio is then applied to all of the work required to replace the existing facility. To aid in the computation of this ratio the *Utility Estimation Report*, form DT1850 has been developed. This form has been found to be helpful in the development of complex estimates, especially in the case of underground facilities such as telephone lines and gas lines. (See [“Utility Estimation Report”](#) in this Chapter)

Compensable ratio = % of work paid for by WisDOT = Total length in compensable areas / (Total compensable length + the affected length in existing highway right of way).

It is unusual that a buried cable would have an existing pedestal at the point where the construction limits intersect the buried line. It is unreasonable to always expect the utility company to add pedestals at or near this point, because additional pedestals affect the quality of the signal transmitted. There are times when that may make sense, but not always. For buried cable, the utility company will often replace the cable to the next existing pedestal, which might be outside of either the new acquisition area or the existing right of way. The compensable ratio will always be based on the lengths as shown in the formula above. However, that ratio will be applied to the total cost which includes the work done on private lands outside of the newly acquired right of way. The costs of replacing cable that is outside of existing right of way and newly acquired right of way can be included in the total estimate, it is

just not used to compute the compensable ratio. The goal is to make the utility whole again, and in a position that is neither better nor worse than what they enjoyed before the highway project.

This same logic applies to pipelines, sewers, water mains and gas mains, where additional work might be required on private lands outside of the acquisition areas. Pipelines may have maximum angles that they can bend and sewers may need to go to the next manhole. Water mains and gas mains can generally be spliced almost anywhere, but there may be exceptions for either engineering or system operation reasons.

Overhead facilities

The compensable percentage for overhead facilities is computed by counting the number of poles. The ratio of compensable poles to total poles in the compensable area and affected poles within the right of way is used to determine the WisDOT share of the estimate. **Compensable areas would include new acquisition areas and areas where there is a conveyance of rights from a previous project.** In general, **if the center of a pole is on the highway right of way line or inside the existing right of way, the entire pole is considered non-compensable.** WisDOT does not recognize the intent of the placement of a pole. If the center of the pole is placed inside of or on the right of way we consider it non-compensable even if there is an easement adjacent to the right of way. Similarly, if the center of the pole is outside of the right of way we consider it compensable, even if there is no recorded easement and all of the other poles are inside the right of way. Our decisions are based on actual placement, not intent.

There is one exception to this policy. For large steel poles or transmission towers that are partially inside the right of way, the compensability can be prorated based on the percentage of the facility on private lands. This exception is made to recognize that these facilities are high-cost items and should be treated differently than “normal” poles.

Compensable ratio = % of work paid for by WisDOT = # of compensable poles / total # of poles in new acquisition area and the affected poles in existing right of way.

The compensable ratio would be applied to all of the work that is needed to make the line whole again. It may be that poles on private lands outside of the acquisition area need to be adjusted. These poles would not be included in the number of compensable poles nor would they be included in the total affected pole count. The compensable ratio would be applied to them and they would be included in the estimate of work done. However, there is a point where betterment has to be considered. A few poles within a line would not be considered to be betterment, but if a half-mile length of poles is in conflict and the power company chooses to replace two miles of the line, the poles that are not in conflict would be considered betterment

and would not be eligible for compensation. Granted, it might make sense to replace the entire two miles, but at this point they are improving their system rather than just replacing what they had before. This is going beyond the concept of making them whole again.

Another situation that might be encountered is a perpendicular crossing of the highway where the grade of the highway is changing to the point that the line must be adjusted to maintain proper clearance over the highway. If no additional right of way is being acquired the adjustment is not compensable. If a pole on either side of the highway were in an acquisition area, the adjustment would be compensable. If there is a pole inside the highway right of way, that pole would not be compensable and the compensation ratio would reflect that. If there are no poles in the acquisition area, there is no compensation due, because for overhead facilities the ratio is based on poles and not cable length.

Spot facilities

Spot facilities such as transmission towers, cabinets, gas regulator pits, pumping stations, etc., are normally outside existing right of way and therefore fully compensable. However, there have been occasions when the facility straddled the right of way line and was partially compensable. In these cases you may use a compensable percentage for the spot facility based on area outside of the right of way. For example, if 3 legs of a four-legged transmission tower are outside the existing right of way, it is 75% compensable. Or, say a 4-foot by 4-foot cabinet (16 square feet) is centered on the right of way with two feet in the new acquisition ($2 \times 4 = 8$ square feet), then it is 50% compensable. $8\text{sf}/16\text{sf} = 50\%$. The ratio of work paid for by WisDOT = Area in new acquisition/Total area of facility

Examples of some typical reimbursable situations are illustrated in Figures 11-2 through 11-4. [Figure 11-2](#) gives some examples of buried facilities, [Figure 11-3](#) has some overhead examples and [Figure 11-4](#) shows some limited easement acquisition areas.

Municipal Utilities on Designated Freeway Projects s.84.295(4m)

By statute, the compensable ratio for municipally owned utility facilities on publicly held lands on s.84.295 projects (designated freeway projects) is 90%. Not every highway built to freeway standards is a designated freeway. There is a process spelled out in statute 84.295 that must be followed in order for a freeway to be a designated freeway.

DEVELOPING THE COST ESTIMATE

General

The purpose of an estimate is to provide a reasonably accurate determination of the expected net cost of work by utility forces. The estimate should be prepared with sufficient detail to provide the highway personnel reviewing it with a reasonable basis for analysis. Lump sum estimates are required to be in much greater detail than those for audit type contracts.

The estimate should provide a concise statement of the work to be accomplished. The number of major units to be removed, replaced, or relocated should be mentioned, and the reason for incorporating any special procedures or special sizes or types of material should be given. Any unusual field conditions, such as anticipated inclement weather, rough terrain, subsurface rock ledges, swamps, or other adverse circumstances that have influenced the estimated cost and that are not readily apparent from the utility plans should be mentioned.

It is often desirable to assist the utility in the preparation of the estimate. This will vary based on the complexity of the estimate and the experience of the utility representative responsible for preparation of the estimate. If the estimate is complex or the estimator is inexperienced it is recommended the District Utility Coordinator assist in the development of the estimate. This effort will in most cases eliminate the need to return the estimate to the utility for revisions after review by the District.

If a meeting is arranged with a utility for the development of an estimate, the utility representative should first mark-up a copy of the right-of-way plat to reflect:

1. The existing facilities in the right-of-way,
2. The facilities on private property within the right-of-way taking area, and
3. The new facilities being installed to replace the plant being retired.

The utility should review the plans to verify the locations of their existing facilities. The utility should provide the estimated cost of the proposed new facilities. It will also be necessary to determine the used life credit and salvage value of any material being retired.

Right-of-way Cost

Right-of-way costs should, in conjunction with the plans, clearly show that replacement land interests are being acquired in like kind to the interest being conveyed for highway purposes. All charges for replacement right-of-way should be reviewed for reasonableness and to ensure that no betterment will result.

Preliminary Engineering Costs

The preliminary engineering cost data presented in the estimate should provide information as to how it was accumulated or calculated. In the event that it is an overhead, the derivation of the percentage should be shown. If these costs are accumulated directly, the estimate should so indicate by use of the words "Direct Engineering Charges".

Labor Costs

The estimated labor costs should be separated into installation, removal, and maintenance groups, or such similar groupings as may be required by the prescribed utility system of accounts. Labor hours should be shown by class and rate, with payroll additives and other overhead factors shown individually with a statement of what is included in each.

Material And Supplies Costs

All major items of cost to be installed should be listed and the description, number of units, unit price, and total cost provided. Minor replacement items of hardware that do not affect a betterment determination need not be listed separately but may be lumped together under the title of "Miscellaneous Hardware". Any cost item that indicates an item of betterment should be listed as a betterment under that title.

CREDITS

Wisconsin's reimbursement policy requires that the State receive certain credits to arrive at a net reimbursable cost to allow the utility a payment to account for the actual damage being incurred by the utility. The following credits must be applied in the development of the estimate. In the case of Audit Contracts it may be necessary

to re-compute the actual dollar value of these credits at the time the fieldwork is completed, the new facility is placed in service, and the old plant is retired.

Used Life

Used life credit shall be required when new material replaces old material. We understand that the utility, if accomplishing such work at its own volition and expense, would assign costs to the depreciation accruals to offset the replacement costs. It seems only equitable that the state should also follow this procedure.

The justification for requiring a utility to provide a used life credit based upon original cost is to assure the utility's capital structure is neither enhanced nor depleted after the land taking. The net cost of relocating a particular unit of utility property should not vary whether paid for by the state or the utility.

The present interest in a utility's partially depreciated, partially worn out facility could be said to be the depreciated book value of the facility (remaining life), which is the original cost minus the accrued depreciation. It is obvious that only the remaining life is the portion of the facility that can be damaged. Therefore, the used life credit will increase with the age of the facility and the utility's interest (depreciated book value) will correspondingly decrease.

In some situations municipal utilities may not depreciate their facilities. This is often found in the case of water utilities whose facilities often have an expected life in excess of one hundred years. When this situation arises no used life credit will be shown and the utility should be required to provide a letter to that affect.

If this credit were not provided, a utility having a very old facility would enjoy replacement with a new facility at State expense.

On July 11, 2000 WisDOT changed its policy on when Used Life Credit is required. **Used life credit is now only required on utility facilities such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit.** Credit for accrued depreciation shall not be required for a segment of the utility's service, distribution, or transmission lines. This change was made to align WisDOT policy with that of the FHWA, which was changed in 1985. See [Figure 11-19](#) for the memo that changed the used life credit policy. Additional information concerning this topic can be found in [section 18-15-20](#) of the FDM.

Salvage Credit

Salvage values of materials recovered from a compensable utility facility adjustment represent the value of the "unused" life of the installation and shall be credited to the job. The costs incurred during the removal of the material may be deducted from the credit given the highway agency.

The credit to be applied in the reimbursable work estimate shall follow the standard accounting practices normally used by the utility. Therefore, if it is the practice of the utility to return salvaged items to its stores at new or current day prices this policy shall be followed when returning material associated with a reimbursable utility parcel.

Additional information on this item can be found in [section 18-15-20](#) of the FDM.

Plant Loss

The acquisition of a compensable utility land interest for highway purposes may cause the premature retirement of the facilities located thereon without any replacement of their function. Under these conditions, a determination of the damages to the utility caused by the highway acquisition in excess of the raw land value is required so that the amount of just compensation can be established.

An example of when plant loss applies would be a distribution line that serves 5 properties. The 5 properties are being acquired for a highway interchange and the properties no longer need service. The utility would be forced to prematurely retire the distribution line without constructing any replacement line. This line would be eligible for plant loss.

Normal utility bookkeeping procedures utilize the concept of "plant loss". This item represents the actual net dollar loss to the utility resulting from the premature retirement of the facility. It is calculated by reducing the depreciated book value (original cost less depreciation) by the amount of any salvage and increasing this result by the cost of removal. It is a simple, readily ascertainable figure that is in accord with basic accounting principles.

Additional information on this topic can be found in section 18-15-20 of the FDM.

Betterment

In its broadest sense, betterment is any improvement in the new facility that did not exist in the facility being replaced, relocated or adjusted. To determine whether or not a betterment is present requires a comparison of the new and old segment of line. If the new line has a greater capacity, a better material, longer expected service life, is stronger, safer and less subject to natural hazards, or requires less maintenance and service, a betterment is indicated.

Betterment necessitated by the highway project and which represents the most economical adjustment of facilities, are compensable to the same extent as the non-betterment utility work. Similarly, betterment constructed solely for utility purposes at the option of the utility is not compensable.

Betterment made to accommodate improved codes or ordinances or to conform to up-grades in industry standards does not have to be considered betterment when computing the utility estimate. The utility should provide documentation to substantiate that the improvement has been or is being made throughout the company and does not represent an improvement for which a betterment credit would apply.

When it is determined that a betterment will be gained by the utility it will be necessary to determine the dollar amount of the betterment to be applied as a credit in the reimbursable estimate. Normally the betterment is the difference between the costs to install the new improved facility less what it would have cost to install a facility comparable to that being retired. The Utility Estimation Report (form DT1850) is designed to aid in the determination of these credits to arrive at a net reimbursable cost.

When the betterment consists of a single item of material, it can often be agreed that the betterment credit is the difference in cost between the betterment material and the replacement in like kind material. This approach is only applicable when labor, associated material, and installation costs are the same for both materials, as shown by utility records. The betterment credit may be in the form of either a lump sum or a per-unit measurement amount. For example the difference in cost-per-foot between a 400 pair cable and a 600 pair cable may be \$1.20. The betterment credit would then be \$1.20 times the length of cable installed. The other installation costs would be considered roughly the same for either size cable.

Some betterment made at the option of the utility will be so thoroughly intermixed with the reimbursable portions that the costs cannot be readily segregated. In this case it may be necessary for the utility to make two estimates by the same method, one for the costs of the facility as they propose to build it (A), and one for the costs of a replacement “in-kind” of the existing facility (B). The ratio of the estimated cost of the “in-kind” (B) to the betterment (A) can be used to determine what percent of the actual final bill is compensable (B/A%). It should be noted that any departure from the agreed upon work plan will modify the ratio of the compensable to non-compensable work and must be thoroughly documented, with the adjusted ratio used to compute the final bill. The Federal Bureau of Public Roads approved this method in December of 1963 (see [Figure 11-28](#)).

Additional information on this topic can be found in [section 18-15-20](#) of the FDM. There are times when it is virtually impossible to determine what the betterment is. Changes in technology, a change in the system operations, etc. may make it very difficult to determine the betterment credit. An example of this might be where the existing telephone cables affected by a highway on relocation are being replaced by a number of system changes and improved technology to the point where it is difficult to use the “in-kind to proposed percentage” method suggested above. In these cases, it is permissible to base compensation on an “**in-kind**” estimate, where the utility develops an estimate for what it would cost to construct an “in-kind” facility, but they actually construct something different.

The justification for using an “in-kind” estimate is based on the following excerpts from FDM Procedure 18-15-20, (emphasis added).

*“Utility land interests acquired for highway purposes are negotiated under replacement of facility procedures which give due consideration to the high degree of public interest that utility owners are endowed by law. Based upon the statutory requirement that a utility must stand ready to serve all qualified applicants in its service area, **it is usually necessary to replace the minimum function of the facilities affected by the highway improvement.**”*

*“**The reimbursement concept in negotiating for utility and railroad lands with functional facilities located thereon is to provide a work by utility forces contract and payment procedure that will leave the company in the same relative position after the property taking that they enjoyed before, with their financial condition neither enhanced nor worsened and with their ability to serve unimpaired.**”*

*“The state’s responsibility in these matters is limited to reimbursement by statute or as a right-of-way damage. **The state obligation can therefore be interpreted to be a reimbursement consideration for the utility cost in replacing in kind the company’s present interest in the affected facility at a**”*

value not to exceed that which it would cost the utility to accomplish the work in its normal course of business.”

Under the discussion on betterment:

“Some betterments made at the option of the utility will be so thoroughly intermixed with the reimbursable portions of the work that the costs cannot be readily segregated. In this case it may be necessary for the utility to estimate, by the same method, the cost of the replacement in like kind facility.”

UTILITY ESTIMATION REPORT (Form DT1850)

The utility estimation report was developed to provide a formal format for the development of utility estimates to conform to State and Federal standards. This form provides a line-by-line process to arrive at a fair share of the total project (work order) cost to be applied to the final billing. The form allows flexibility for use by all types of utilities. The use of this form is not mandatory, however it is suggested for any estimate complex in nature where it would be difficult to arrive at a fair share of State and Utility costs to be applied at billing time.

As stated in the “Wisconsin Reimbursement Policy” earlier in this chapter, a utility company can be reimbursed for the relocation or adjustment to its facilities where said facilities are located on lands in which the utility has acquired a land right and the facilities require relocation to accommodate highway improvements. Where facilities to be adjusted occupy both highway right of way and private property in which the utility has acquired an interest it is necessary to determine the portion of relocation cost that should be paid by the highway agency. A review of the Utility Estimation Report Form ([Figure 11-5](#)) will indicate that the form is designed to categorize the cost by “Existing Facility” and “New Facility”. The left side of the form (Existing Facility) is used to determine the portion of the existing facility that is reimbursable. The percentage determined in column (6) is then applied to the net reimbursable cost in column 14 of the (New Facility).

The following is an explanation by column or row number for use of the Utility Estimation Report Form:

1. Plan Sheet: Alphanumeric identifier to relate a line item to specific highway or utility plan sheet(s).
2. Type of Existing Facility: Description of existing utility item, i.e, 200 pair telephone cable, 4” dia. gas line, 8” dia. force main, etc. “item” can be used as a proxy to cover all the “nuts and bolts” and there can be as many line “items” as needed to cover an area.
3. Station(s) of relocation: Highway plan stationing for existing facility item requiring relocation.
4. Total Reimbursable and Non-reimbursable: Include total quantity in conflict with proposed highway construction. Do not include items outside the existing right of way that are not in an area of proposed right of way acquisition.
5. Reimbursable Quantity: Quantity of existing facility on land to be purchased for highway improvements.
6. % Reimbursement: Column 5 divided by Column 4, resultant times 100.
7. Credit - State Share Used Life \$: Credit for used life for quantity listed in column 5.
This will be a credit to the State at billing time based on the ratio of the number of

years in service at time placed to the projected life times the installed cost. Computation shall be by standard utility accounting procedures.

8. Credit - State Share Salvage \$: Credit for salvage value, if any, for quantity listed in column 5. Like used life, this shall be a credit to the State at billing time, again based on utility accounting procedures.
9. Type of New Facility: Description of new facility designed to replace existing facility.
10. Quantity of New Facility: Quantity of new facility included in work order intended to replace existing facility listed in columns 2, 3 and 4.
11. Total Estimated Cost to Install: Total installed cost of the new facility item at latest available rates.
12. Total Betterment (\$): Difference between the Total Cost in Column 11 and what the cost would have been to install the existing size facility along the new facility alignment. Improvements required by codes or changed industry standards need not be credited as betterment. Attach computation of estimates.
13. Net Cost of (\$) to Replace In-Kind: Column 11 - Column 12.
14. Net reimbursable Cost (\$): Column 13 x Column 6, the resultant divided by 100.
15. Reimbursable Cost Less Credits (\$): This is the estimated State's dollar responsibility per item. It is figured by column 14 minus the sum of columns 7 and 8. The sum column 15 is the total estimated Reimbursable Contract Cost. If this sum is less than \$35,000 a "Lump Sum" type Contract may be used.
16. Total % State Participation: This is the percent to be applied to the actual project billing, along with appropriate credits, to determine how much the State will pay. Column 14 divided by column 13, the resultant times 100.

It is often the case that the items listed in the Utility Estimation Report do not include all of the utility's cost required to complete the utility installation. Items in this category may include; engineering, real estate, and overheads not included in the utility's unit cost for computing installation cost. When this situation occurs it will be necessary to develop a Billing Summary Sheet. An example of a typical billing summary sheet is shown in [Figure 11-6](#).

At Time Of Billing: The State's responsibility shall be the Total Actual Project Cost less the Total Betterment Cost from column 12 times the percent from item 16. From this resultant shall be subtracted the Total State's Share of Used Life and Salvage from columns 7 and 8. Note that Used Life and Salvage Costs can be re-computed for the date that the facility is actually put into service. Betterment shall be re-computed based on actual material plus installation costs at the time of installation. See ["Utility Billings"](#) in this chapter for additional information. [Figures 11-7](#) and [11-8](#) provide examples of typical telephone and electric estimates prepared on the Utility Estimation Report.

PROCESSING AN ESTIMATE

Review Of Estimate By The District

A complete and thorough review of the estimate and work plan by the district is required prior to submittal to the Central Office. This review should include, but not be limited to, the following:

1. The estimate should be compared to the right of way plat to insure the utility is being reimbursed in areas in which they hold valid land rights. Any areas of doubt should be discussed with the utility and if necessary the right of way plat should be amended to reflect the changes. This is especially important due to the fact that compensation for future moves may depend on the locations of the existing facilities as they relate to public and private right of way.
2. The estimate should be checked to insure no math errors are present. In the case of large computer developed estimates it may suffice to review the estimate for logic to insure the reimbursement philosophy is being followed.
3. The conveyance documents should be compared to the right of way plat to insure the land rights shown in the conveyance conform to those shown on the right of way plat.
4. The utility's relocation (work plan) should be reviewed in detail by several people within the District to ensure it will conform to the proposed highway improvements. The work plan should be reviewed by the following units within the District:

The **District Utility Permit Coordinator** to insure the utility relocation plan will conform to the "Accommodation Policy" for utility facilities located on highway right of way. In that the utility's relocation plan often also serves as the "Work Plan" required under the provisions of "Trans 220" the review by the Permit Coordinator will serve to cover both areas of concern.

The **District Environmental Coordinator(s)** should review the utility's relocation plan to ensure it meets the requirements of their unit. The utility should also be informed of any areas of contaminated soil that could impact the utility's relocation plan. The erosion control plan should be reviewed to make sure it addresses the needs of any sensitive areas on the project.

The **Designer** or Consultant responsible for design of the project should review the utility work plan to ensure it will conform to (fit) the proposed design for the highway. It is often necessary to arrange a meeting with the Designer to jointly review the relocation plan.

It is often advantageous to have the utility's relocation or work plan reviewed by the **District Real Estate Section**. In some cases the utility will request advance acquisition of some real estate parcels to accommodate their relocation effort. The District's ability to accommodate this request will greatly enhance the utility's ability to clear the way to accommodate the highway project.

Submittal To Central Office

After review by the District Office the reimbursable estimate packet shall be submitted to the Central Office by the District Utility Coordinator for final review and approval. Items included in this submittal are:

1. One copy of the conveyance of rights form. The original should not be submitted to the Central office. The original should be sent to the Register of Deeds of the respective county for recording.
2. One copy of the utility's plan and estimate.
3. Original of the contract with the utility (Lump Sum or Audit). If the Utility desires an original signature for their records, two originals should be included for Central Office signature approval.
4. Letter of transmittal - It should briefly describe what type of facilities are involved, how compensability and credits were determined and set forth all agreements or arrangements made between local units of government and utilities and other information pertinent to the prosecution of the contract (See [Figure 11-9](#)). It must recommend approval and bear a signature by the District Utility Coordinator.

Review By Central Office

Several sections have to process the agreements before they are considered "done" and the milestone is met. Please allow 8 weeks for processing in Central Office.

The Utilities Unit of the Bureau of Highway Development, Division of Transportation Infrastructure Development reviews the agreement for acceptable engineering concepts, reasonable prices, and compliance with state and federal policy and procedure.

After review, the Chief of Design Services of the Bureau of Highway Development approves the contract and estimate.

Upon approval, the original agreement is sent to Central Files. A copy of the agreement is sent to the Bureau of State Highway Programs where the project is authorized for charging in FIIPS. The agreement is then sent to the Bureau of Financial Services (BFS) where it is encumbered by entering it into EAPS. The agreement does not become "official" until BFS has entered the agreement into the financial system. The date of authorization will be the date that the agreement was signed by the Chief of Design Services. A copy of the agreement (or the second original if two originals are sent to Central Office) is returned to the District. The District provides a copy to the utility for their records and authorizes the utility to begin work. [Figure 11-29](#) is a sample cover letter for sending the approved utility agreement and work plan approval to the utility. Please note that for Transportation Project Plats (recorded plats), the release of rights document should be sent to the utility for execution at the time the approved agreement is sent, assuming that the plat has been recorded by this time.

Municipal Utility Agreements, those using form DT1575, are handled a little differently in Central Office and require more time for processing. These agreements are reviewed in Design Services just like other utility agreements, but there the similarity ends. Once approved by Design Services, they are sent to the Governor for approval. The Bureau of State Highway Programs must then authorize the projects in FIIPS before the Bureau of Financial Services Contracts Manager can sign the agreement. It will take about 2 to 3 weeks to get the Governor's approval.

UTILITY AGREEMENT CHANGE ORDER

As with all construction projects it sometimes becomes necessary for a utility company to revise its relocation plan to accommodate changes in the highway plan or to accommodate changes made by other utility companies. When an agreement change order is required it should be discussed with the District Utility Coordinator to ensure they are in agreement with the proposed revision. It may also be necessary to receive approval for the new utility location from the District Permit Coordinator. The cost resulting from the agreement change order should be examined with the same standards used in reviewing the original estimate. It may be necessary to adjust the credits accordingly to match the increase or decrease in quantities being placed.

In many cases it is necessary to have the utility work completed prior to formal execution and approval of the change order. **When this situation occurs it will be necessary to obtain approval from the Utilities Unit of the Bureau of Highway Development prior to execution of the work.** This approval should be documented in the project file to provide an explanation should the early start date be

questioned at a later date. The best form of documentation would be to send an e-mail message to Central Office requesting approval. The e-mail reply providing authorization to proceed should be placed in the project file.

PROCESSING A UTILITY AGREEMENT CHANGE ORDER

The following procedure has been established for the processing of Utility Agreement Change Orders by the District and Central Office:

District Office

1. Ascertains if the utility agreement change order (UACO) is necessary. If it is necessary and the work must be performed within the next few days, contact the Utilities Unit of the Bureau of Highway Development to obtain prior approval. (See the section above, Utility Agreement Change Order).
2. Prepares one copy of the UACO form (DT1731) and sends to the utility first for execution and then to the person authorized to sign the UACO for the District. [Figure 11-20](#) is a blank UACO form. The UACO must be signed by the utility even if the change order is being processed after the fact.
3. After discussing the revision with the District Permits Coordinator, has the permit modified to reflect the approved change, if necessary.
4. Prepares one copy of the revised plans and estimates.
5. Modifies the right of way conveyance and sends to the utility for execution, if necessary.
6. Sends a signed explanatory memorandum to the Bureau Of Highway Development, together with one copy of the UACO and one copy of the revised plans and estimates, and a copy of the revised release of rights document, as deemed necessary. (See [Figure 11-10](#))
7. After Central Office approval, the District returns a copy of the fully executed UACO to the utility and authorizes the utility to proceed with the work.

Central Office

The Utilities Unit of the Bureau of Highway Development analyzes the UACO request compared to the original agreement. If acceptable, the submitted UACO package is sent to the Chief of Design Services for approval.

When approved, the Utilities Unit sends the original to the Central Files, one copy to the District, and a copy to the Bureau of Financial Services for processing.

PROCESSING SECOND MOVES

As mentioned under “Wisconsin Reimbursement Policy” on page 2 of this chapter, there is a policy/law that requires WisDOT to pay for second moves necessitated by changes to the plan. The documentation required for a second move is similar to that which would be required for a utility agreement. The major difference involved is that the second move will typically occur during construction and the timing of the approval process is more critical. We do need detailed documentation for the dollar amount we are paying for. However, the actual processing of the paperwork will normally occur after the work was done. A verbal commitment to pay for the work should be obtained prior to the work being done as mentioned below. That verbal commitment should be based on a “ballpark” estimate that is later refined and submitted with the invoice for payment. The estimate should be accompanied by a work plan or sketch indicating what work was done. This sketch can be drawn on a plan and profile page from the highway plan if no other suitable sketches exist.

If there is an existing utility agreement on this project with the utility involved, the second move should be paid for as a Utility Agreement Change Order. See the section above for more information on Change Orders. The Change Order should clearly state, “This Change Order is for a Second Move” in bold letters. See [Figure 11-26](#) for an example of a cover memo for a Second Move Change Order.

If there is no agreement in place, the Second Move should be submitted similar to a utility billing, but it should be clearly noted that this is a Second Move. The project ID to be used should be the Second Move Project ID, which is 0656-22-40. See [Figure 11-25](#) for an example of a cover memo for a Second Move submittal when there is no existing utility agreement.

You must obtain prior approval from the Utilities Unit of the Design Services Section of the Bureau of Highway Development prior to authorizing the work. In an effort to avoid construction delays, this approval should be obtained as quickly as possible. A phone call explaining the situation may be the quickest method of obtaining approval, but an e-mail message is the best way to document your request and the subsequent approval by the Utilities Unit. In the e-mail you can refer to the phone conversation without having to repeat everything. For example, say something like this, *“This message is to document my request for approval of a second move for Skylon Communications on STH 23, Project ID 1234-66-42. As discussed in our phone call this afternoon, the second move was caused by changes to the profile of the ditches near Woods Road.”* Include a copy of the e-mail request and approval with the cover memo and bill when you request payment.

UTILITY BILLINGS

Review of any reimbursement claim for utility work is primarily the responsibility of the District, with technical assistance from the Central Office. In general, the District Office reviews the billing so they can certify that the work was completed satisfactorily, in the agreed upon manner. The District also reviews the technical aspects of the claim for adherence to the intent of the contract. The Bureau of Financial Services will review company records to verify proper accounting procedures and charges.

The intent of the utility billing review procedure is to provide for payment of 100 percent of the billed amount that can reasonably be determined by the District to be owed to the utility under a specific contract based upon district supervision, records, and knowledge of the job. It is expected that the district review will be able to check engineering items such as material, labor, equipment, salvage, etc., but will not be able to check overhead loading, etc., which are verifiable only at the utility offices. The larger utilities with which the Department has a continuing contractual relationship offer little risk, as any overpayments can be recovered. A very small utility that is rarely encountered or one that has a limited record keeping system may require additional conferences on its billing before a reasonable amount may be determined.

Expenses incurred prior to the authorization date (utility agreement approval date) are not eligible for reimbursement with two exceptions, design engineering and the purchase of materials. Materials purchased prior to the date that the utility agreement is signed by the Design Services Section Manager are eligible for compensation as long as the materials are not incorporated into the work prior to the utility agreement being signed. This acknowledges that some materials have long delivery times and must be ordered many months (sometimes over a year) in advance of construction. A 1963 memo from the Bureau of Public Roads authorizing such advance purchases is reproduced in [Figure 11-27](#).

Upon receipt of one copy of the billing submitted by the company, the appropriate district personnel will review each detailed utility contract billing and determine the supportable amount based upon district records, supervision, and knowledge of the utility work. The billing should be checked for arithmetic correctness, the inclusion of the appropriate credits, and should be of similar form and amount of the contract estimate. Acceptable variations from the contract estimate should be explained. Unacceptable variations, such as contested expenditures, etc., should be deleted from the amount of the voucher and explanation provided after reasonable attempts have been made to correct the billing by contact with the utility.

After the district review has determined the billing is correct the District will certify the following in the transmittal letter to the Central Office: *“Based upon my review of the final billing, I certify that the materials incorporated into the project and the construction operations performed substantially conform to the contract plans and estimates.”*

An **invoice for a lump sum agreement** can be very basic. The scope of work was previously agreed to and the dollar amount was established in the estimate. The invoice should reflect the agreed to amount, and the appropriate company and project information should be included on the invoice.

An **invoice for an audit agreement** needs to be more detailed. The billing should contain a statement by the utility that the billing represents actual charges incurred in the accomplishment of the work agreed to in the estimate. It must also set forth the State's share or obligation. The invoice submittal needs to contain sufficient detail information to determine that the actual costs incurred are consistent with the intent of the estimate and that the invoiced costs are supported by the utility company's cost bookkeeping system. An invoice for the exact amount of the estimate should be viewed with caution. While it is possible that the actual costs are the same as the estimated costs, history has shown that this is rarely true unless the company uses a materials-based cost accounting system. An invoice that just provides the dollar amount and project identification information is insufficient for an audit agreement. There needs to be supporting documentation explaining how the total actual cost was arrived at. If you receive an invoice for an audit agreement and there is no cost detail, contact the utility company and request the additional supporting information. See [Figure 11-30](#) for a sample letter to send to the utility company. If a considerable amount of time has passed since the estimate was first developed, there may be changes to the used life credit or plant loss. These credits should be reviewed and appropriate changes made if necessary.

It is important that the invoices be processed in a timely manner. State Statute 16.528(2)(a) requires payment within 30 days or interest is due. (See [Figure 11-24](#)) If there are discrepancies or questions regarding the invoice, the 30-day time limit does not start until the questions are answered and the discrepancies resolved. When there are discrepancies or questions that cannot be resolved within a day or two, a "Notice of Good Faith Dispute/Improper Invoice" Form, [DT1568](#), must be completed and a copy sent to the utility AND the Bureau of Financial Services, Room 851 Hill Farms State Office Building. This form effectively stops the clock until the dispute is resolved.

Utility companies should invoice the DOT within one year of the completion of the associated highway work. For this purpose, the completion of the highway work is defined as having the project seeded and mulched, or open to traffic if it is late in the calendar year. If a district does not receive an invoice within that time period, a letter should be written to the utility company requesting an invoice. See [Figure 11-34](#) for a sample letter.

PROCESSING OF A UTILITY BILLING

District Office

1. District receives the bill from the utility company and date stamps it. It is important to document the date that the bill was received from the utility company.
2. District reviews the bill for accuracy, completeness, and verifies that the work has been done. If the estimate was based on a percentage of the total work order cost the percent used at the time of billing should be the same. The manner to follow in determining the reimbursable share is explained in the "Utility Estimation Report" portion of this chapter.
3. District prepares cover memo. See sample, [Figure 11-11](#).
4. District recommends payment and sends a cover memo and the original bill to the Bureau of Highway Development, Design Services Unit.

Bureau of Highway Development Design Services Unit

1. Receives bill and cover memo from the District.
2. Compares bill to agreement.
3. Reviews FIIPS to see that project I.D. has a Project Authorized status.
4. Checks the EAPS system to see that the contract is encumbered and to obtain the purchase order number and verifies that a double payment is not being made.
5. Delivers bill to Bureau of Financial Services for Payment.

Bureau of Financial Services (BFS)

1. Authorizes payment of bill.
2. Images all invoices and documentation.
3. Files all documentation. (BFS is the official file keeper for invoices and payments.)
4. Sends check (payment) to the utility.

Wisconsin Department of Transportation

July 25, 1989

To: District Director
Transportation District 1

From: J.W. Dresser, P.E.
State Design Engineer for Highways

Tim McCarthy, P.E.
State Real Estate Manager for Highways

Re: Payment to Utilities for Second Move Due to Plan Error

We have occasionally experienced the necessity of requiring utilities to relocate their facilities a second time because of "plan error". These errors, caused either by the State or Consultants plans, should not cause an additional cost to the utility. In the past when this situation involved non-compensable parcels, the utilities have been advised to approach the State Claims Commission for reimbursement. However, this is clearly not the best policy for handling these payments.

To avoid Claims Commission involvement we have established a statewide project, "I.D. 0656-22-40", to be used by all districts when it becomes appropriate to reimburse a utility for a "second move" on an otherwise non-compensable parcel.

Payment to the utility should be prompt. To the extent we, the DOT, are responsible for causing such double moves, we should pay. To the extent a consultant or other party is responsible, payment should be sought from them. If not paid by responsible party, BAA should deduct payment at the audit stage of the contract.

When a district encounters a utility adjustment situation which it believes is a candidate for reimbursement under this policy, the following steps should be taken:

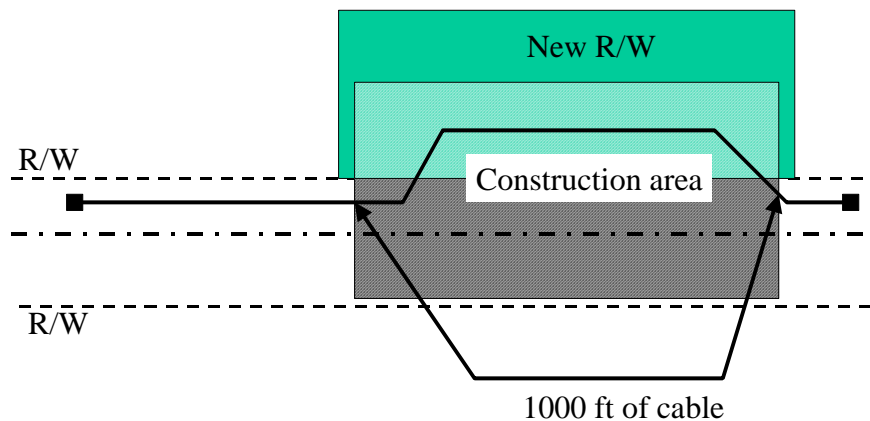
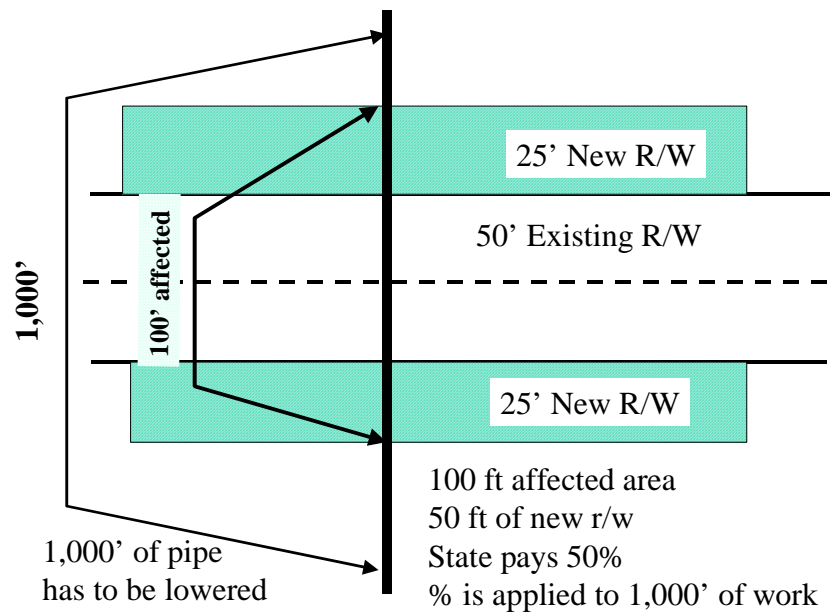
1. District through its Utility Coordinator should contact the C.O. Utility Development Engineer to discuss situation, reach agreement and determine necessary documentation. District should determine where the error which necessitated the second move occurred and who is responsible for payment.
2. Document situation and submit to C.O. Design, attention Chief Utilities Engineer.
3. Chief Utilities Engineer will review and concur or reject.
 - a) If concur, will forward original to C.O. Right-of-Way for approval and payment under the above I.D. A copy will be forwarded to BAA. Chief Utilities Engineer will coordinate with District and BAA for negotiations with responsible party and follow-through for recovery of costs.
 - b) If rejected, will return to district advising that second utility move cannot be paid under the above I.D.

The above I.D. applies only to what would otherwise be a non-compensable move. For second moves on compensable parcels, the cost should be charged to the project I.D.; however, recovery of costs from the responsible party, as outlined above, should be sought in the case of consultant plan error.

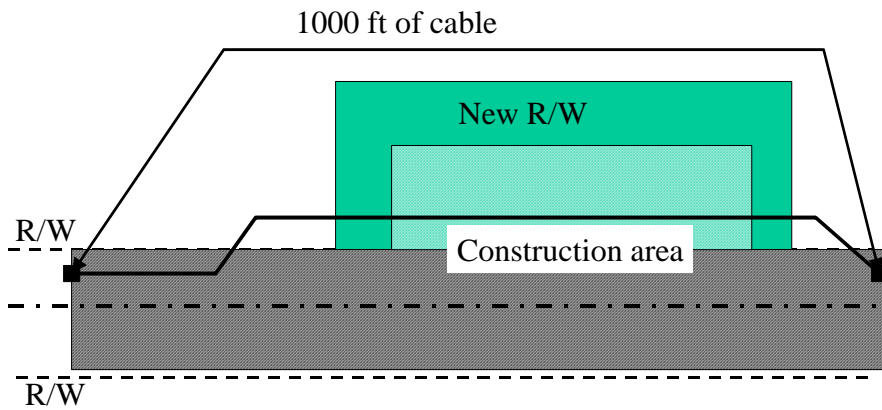
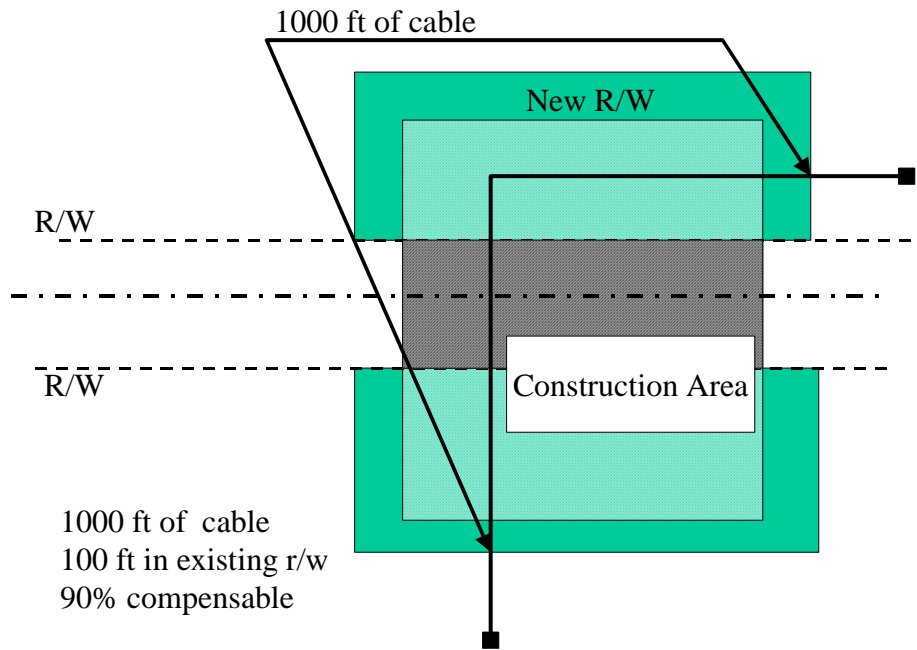
Should you have any questions regarding this procedure, contact either Jim Bolitho, Dale Magnuson, or either of us.

RECOMMENDED: Robert R. Packee

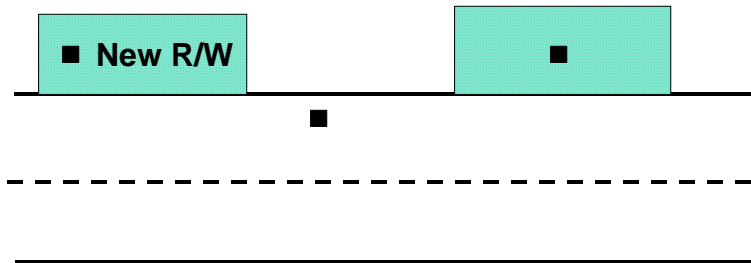
APPROVED: Marvin J. Schaeffer



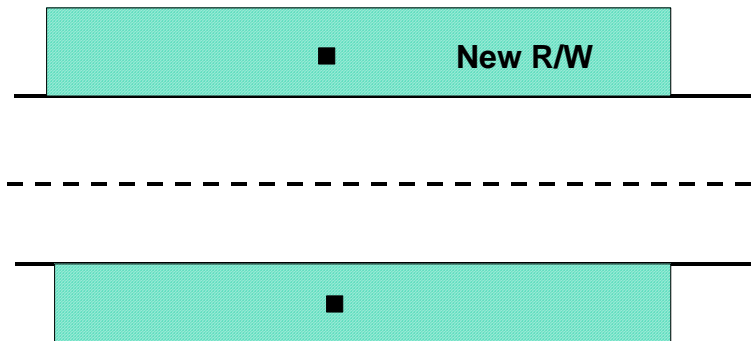
850 ft of cable in new r/w, 1000 ft total
85% compensable
Percentage applied to all work that needs to be done



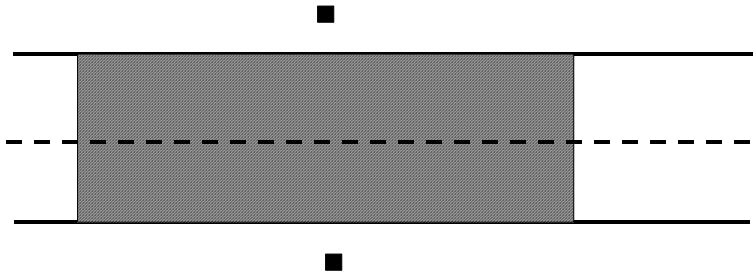
1000 ft of cable
300 ft in existing r/w
70% compensable



67% compensable (2 of 3)



100% compensable

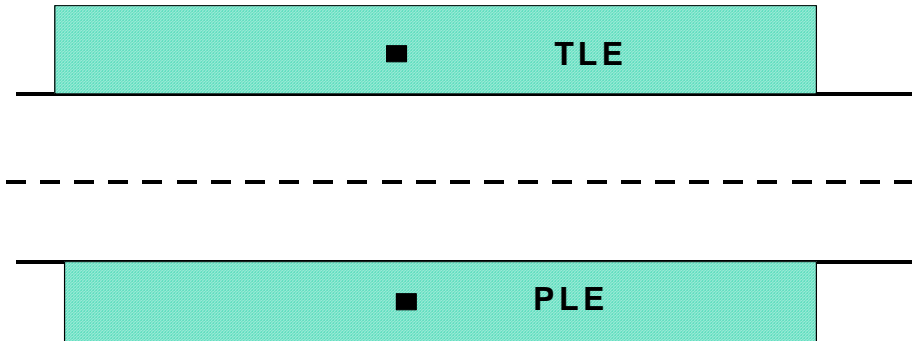


0% compensable
No land right being acquired



100% compensable

**Temporary (TLE) or Permanent (PLE)
Limited Easements are compensable**



Both poles are 100% compensable

Wisconsin Department of Transportation

DT1850 42004 (Replaces ED874)

[illegible]

BILLING SUMMARY

Total Installation Cost \$86,861

Engineering	+	\$ 7,800
Miscellaneous	+	\$ 0
Trees and Stumps (Sta 102)	+	\$ 750

=====

Subtotal \$95,411

Betterment - \$ 4,113

=====

Total of costs subject to % \$91,298

State Share 74.49% \$68,008
(per line #16 of Utility Estimation Report form)

MINUS CREDITS AND PLUS ADD-ONS

Used Life (compensable portion only) -	\$ 9,664
Salvage (compensable portion only) -	\$ 500
Plant Loss (compensable portion only)	+ \$ 1,000
Right-of-Way (replacement areas only)	+ \$ 3,200

Total Estimated Cost to State = \$62,044

BILLING SUMMARY

(Alternate method – costs/credits for total project, not separated for compensable areas)

Total Installation Cost \$86,861

Engineering	+	\$ 7,800
Miscellaneous	+	\$ 0
Trees and Stumps (Sta 102)	+	\$ 750
Used Life (entire facility)	-	\$19,664
Salvage (entire facility)	-	\$ 1,500
Plant Loss (entire facility)	+	\$ 1,800
Right-of-Way (entire facility)	+	\$ 3,200

=====

Subtotal \$79,247

Betterment - \$ 4,113

=====

Total of costs subject to % \$75,134

State Share 74.49% = \$55,967

(per line #16 of Utility Estimation Report form)

UTILITY ESTIMATION REPORT - Audit Type
 DT1850 2001 (Replaces ED874)

Wisconsin Department of Transportation

NEW FACILITY													
EXISTING FACILITY													
1	2	3	4	5	6	7	8	9	11	12	13	14	15
PLAN SHEET	TYPE	STATS OF TOT RELOC	TOTAL REIMBURS PLUS NONREIMB	REIMBURS QUANT	% REIMBURS	USED LIFE (\$)	CREDIT TO STATE SALVAGE (\$)	TYPE	TOTAL ESTIMATED COST (\$)	TOTAL BETTERMNT (\$)	NET COST (\$)	NET REIMBURS COST (\$)	REIMBURS COST LESS CREDITS (\$)
4.16	BHAG 200	2295 TO 2310	1500	0	0%			AFA W 200	\$8,100		\$8,100	0	0
4.17	BHAG 200	2310 TO 2345	3520	1610	45.7%			AFA W 200	\$18,090		\$18,090	\$8,274	\$8,274
4.18	BHAG 200	2345 TO 2371	2680	2680	100%			AFA W 300	\$17,832	\$4,113	\$13,719	\$13,719	\$13,719
4.19	BHAG 200	2371 TO 2500	1296	600	64.2%			AFA W 300	\$8,925		\$8,925	\$5,730	\$5,730
4.19	PED CAB	2400	1	1			\$180						(\$180)
4.20	BHAG 600	2500 TO 5280	2780	2780	100%		\$1,000	AFA W 800	\$33,914	\$5,080	\$28,834	\$28,834	\$27,834
TOTALS		-	-	-	-		\$1,180	-		\$9,193	\$77,668	\$56,557	\$55,377
16. TOTAL % State Participation (Total 14 ÷ Total 13) x 100													
72.82%													
Page 1 of 1													

Basis for Payment

The state shall pay for utility construction where the existing utility facility requiring adjustment is in the right of way taking area. Credits shall be applied for utility betterment, used life, and salvage value. The utility shall move their facilities occupying public right of way at their own expense unless prior rights exist. The utility shall also pay for facilities moved and/or improved at their option on continuing private lands but included in the total work order.

Developing a State-Share Percentage

Because of the complex nature of an audit-type contract where both compensable and noncompensable work are involved, a State-Share Percentage is developed at estimating time which, along with appropriate credits can be applied to actual total project costs at billing time. This Utility Estimating Form has been designed to aid in this computation.

Form Explanation by Column or Row Number

1. **Plan Sheet:** Alphanumeric identifier to relate a line item to specific highway or utility plan sheet(s).
2. **Type of Existing Facility:** Description of existing utility item, i.e., 200 pair cable, 4" dia. gas line, 8" dia. forcemain, etc. "Item" can be used as a proxy to cover all the "nuts and bolts" and there can be as many line "items" as needed to cover an area.
3. **Station(s) of Relocation:** Highway plan stationing for existing facility item requiring relocation.
4. **Total Reimbursable and Non-reimbursable:** Include total quantity in conflict with proposed highway construction. Do not include items outside the existing right of way that are not in an area of proposed right of way acquisition.
5. **Reimbursable Quantity:** Quantity of existing facility on land to be purchased for highway improvements.
6. **% Reimbursement:** Column 5 divided by Column 4, resultant times 100.
7. **Credit - State Share Used Life \$:** Credit for used life for quantity listed in column 5. This will be a credit to the State at billing time based on the ratio of the number of years in service at time placed to the projected life times the installed cost. Computation shall be by standard utility accounting procedures.
8. **Credit - State Share Salvage \$:** Credit for salvage value, if any, for quantity listed in column 5. Like used life, this shall be a credit to the State at billing time, again based on utility accounting procedures.

At Time of Billing

The State's responsibility shall be the Total Actual Project Cost less the Total Betterment Cost from column 12 times the percent from item 16. From this resultant shall be subtracted the Total State's Share of Used Life and

Final billing shall be submitted in the same form as the contract estimated per provisions of the contract.

9. **Type of New Facility:** Description of new facility designed to replace existing facility.
10. **Quantity of New Facility:** Quantity of new facility included in work order intended to replace existing facility listed in columns 2, 3, and 4.
11. **Total Estimated Cost (\$) to Install:** Total installed cost of the new facility item at latest available rates.
12. **Total Betterment (\$):** Difference between the Total Cost in column 11 and what the cost would have been to install the existing size facility along the new facility alignment. Improvements required by codes or changed industry standards need not be credited as betterments. Attach computation of estimates.
13. **Net Cost (\$) to Replace In-Kind:** Column 11 - Column 12
14. **Net Reimbursable Cost (\$):** Column 13 x Column 6, the resultant divided by 100.
15. **Reimbursable Cost Less Credits (\$):** This is the estimated State's dollar responsibility per item. It is figured by column 14 minus the sum of columns 7 and 8. The sum column 15 is the total Estimated Reimbursable Contract Cost. If this sum is less than \$25,000 a "Lump Sum" type Contract may be used.
16. **Total % State Participation:** This is the percent to be applied to the actual project billing, along with appropriate credits, to determine how much the State will pay. Column 14 divided by column 13, the resultant times 100.

Salvage from columns 7 and 8. Note that Used Life and Salvage Costs can be recomputed for the date that the facility is actually put into service. Betterment shall be recomputed based on actual material plus installation costs at the time of installation.

UTILITY ESTIMATION REPORT - Audit Type

DT1850 2001 (Replaces ED874)

Wisconsin Department of Transportation

EXISTING FACILITY										NEW FACILITY				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
PLAN SHEET	TYPE	STA'S OF TOT RELOC	TOTAL REIMBURS PLUS NONREIMB	REIMBURS QUANT	% REIMBURS	CREDIT TO STATE USED LIFE (\$)	SALVAGE (\$)	TYPE	TOTAL QUANT	TOTAL ESTIMATED COST (\$)	TOTAL BETTERMNT (\$)	NET COST (\$)	REIMBURS COST (\$)	REIMBURS COST LESS CREDITS (\$)
4.1 TO 4.7	40' CLASS 4	118+00 TO 191+50	30 POLES	21	70%			40' CLA SS 4	30	1376 ea \$41,280		\$41,280	\$28,896	
4.8 TO 4.14	40' CLASS 4	191+50 TO 371+50	60	54	90%		\$3,000	50' CLA SS 4	62	1580 ea \$97,960	\$12,648	\$85,312	\$76,781	\$73,781
TOTALS		-	-	-	-		3,000	-	-			126,592	105,677	
16. TOTAL % State Participation (Total 14 ÷ Total 13) x 100														
83.48%														
													Page	of

Basis for Payment

The state shall pay for utility construction where the existing utility facility requiring adjustment is in the right of way taking area. Credits shall be applied for utility betterment, used life, and salvage value. The utility shall move their facilities occupying public right of way at their own expense unless prior rights exist. The utility shall also pay for facilities moved and/or improved at their option on continuing private lands but included in the total work order.

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5. **Reimbursable Quantity:** Quantity of existing facility on land to be purchased for highway improvements.
6. **% Reimbursement:** Column 5 divided by Column 4, resultant times 100.
7. **Credit - State Share Used Life \$:** Credit for used life for quantity listed in column 5. This will be a credit to the State at billing time based on the ratio of the number of years in service at time placed to the projected life times the installed cost. Computation shall be by standard utility accounting procedures.
8. **Credit - State Share Salvage \$:** Credit for salvage value, if any, for quantity listed in column 5. Like used life, this shall be a credit to the State at billing time, again based on utility accounting procedures.

At Time of Billing

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16. **Total % State Participation:** This is the percent to be applied to the actual project billing, along with appropriate credits, to determine how much the State will pay. Column 14 divided by column 13, the resultant times 100.

Salvage from columns 7 and 8. Note that Used Life and Salvage Costs can be recomputed for the date that the facility is actually put into service. Betterment shall be recomputed based on actual material plus installation costs at the time of installation.

Correspondence/Memorandum

Date: January 5, 2000

To: Ron Nohr, Chief of Design Services
Room 651 HFSTB
ATTN: Sheldon Larsen

From: Leslie J. Fafard, P.E.
District 2 Director

RE: Milwaukee - Green Bay Road Utility Project I.D. 2130-07-40
(Good Hope Road Interchange) R/W Project I.D. 2130-07-21 Parcel # 10
USH 41/45 Construction Project I.D. 2130-07-70
Milwaukee County Wisconsin Electric Power Company

RECOMMENDATION FOR APPROVAL:

The cost estimate and work plan for this project has been reviewed and is reasonable. The estimate and agreement are recommended for approval on behalf of the Department of Transportation.

Transportation District #2

By: _____
District Utility Engineer

Date: _____

Bureau of Highway Development (BHD)

By: _____
Utility Projects Coordinator

Date: _____

The following materials relating to the subject project are submitted for parcel processing:

1. The original of the Lump Sum (*or Audit*) Agreement in the amount of \$9,982.00. *Two originals if the utility wants an original signature.*
2. One copy of WEPCO's plans and cost estimate, including a summary worksheet showing the major cost areas and total cost.
3. One copy of the signed and executed Conveyance of Rights in Land - Form DT1660. (*or Quitclaim Deed*).

Brief discussion of what the agreement covers. Discuss any unusual circumstances or explain any items that are not clear. For example:

This agreement covers the relocation of 20 power poles, 9 of which are compensable, for a reimbursement ratio of 45%.

A used life credit of \$115.00 and a salvaged material credit of \$890 were included in the estimate.

Betterment credit does not apply. Plant loss does not apply.

Federal funds will not be used on this utility relocation project.

Required permits will be approved by the District Office prior to construction activity.

Correspondence/Memorandum

Date: January 5, 2002

To: Ron Nohr, Chief of Design Services
Room 651 HFSTB
ATTN: Sheldon Larsen

From: Barb Polce, District 1 Utility Coordinator

RE: Project I.D. 1234-05-41 UTILITY AGREEMENT CHANGE ORDER #1
Ixonja-Sullivan Road
(Dustin Rd-Dalton Dr)
CTH F - Jefferson County
Sullivan Telephone Company Parcel #52

RECOMMENDATION FOR APPROVAL

The cost estimate and work plan for Utility Agreement Change Order #1 has been reviewed and is reasonable. The estimate and change order are recommended for approval on behalf of the Department of Transportation.

Transportation District #1

By: _____ Date: _____
Authorized District Representative

Bureau of Highway Development (BHD)

By: _____ Date: _____
Utility Projects Coordinator

The following materials relating to the subject project are submitted for processing:

1. One signed original of the Utility Agreement Change Order form for an increase (decrease) of \$2,534. *(Note: If you send two originals, we will return one of the signed originals to you, and one will be filed in Central Files.)*
2. One copy of the supporting documentation and correspondence. *(Note: We will not return a copy to the District, so keep a copy for yourself.)*
3. One copy of the revised Conveyance of Rights. *(If applicable)*

This change order was necessary because..... *provide a brief description of what occurred to warrant this change order.*

All applicable credits have been considered and included in the estimate.

Sheldon Larsen granted prior Approval on December 15, 2001. A copy of the email is attached. *(If applicable)*

Correspondence/Memorandum

Date: January 27, 2005

To: Ron Nohr, Chief of Design Services
Room 651, HFSTB
ATTN: Sheldon Larsen

From: Hugh C. McDonald, RLS, District Utility Coordinator, District 8, Superior

Re: Project 1582-03-41
Bruce-Ladysmith Road
USH 8 Rusk County
Parcel # 53 Bruce Telephone Company

Enclosed is the original invoice for this project in the amount of \$X,XXX.XX

This work was done under a lump sum (or audit) agreement.

This is a final bill (or progressive bill #X). Please send the check to:

Utility Company name
Address

Or, if the address on the bill is correct, you may say "Send check to the address on the invoice".

If the invoiced amount is different from the estimated amount by more than 10%, provide an explanation of why there is a difference.

RECOMMENDATION FOR PAYMENT

Based upon my review of the final billing, I certify that the materials incorporated into the project and the construction operations performed substantially conform to the contract plans and estimates. Payment is recommended and requested.

Transportation District #8

By: _____ Date: _____
Authorized District Representative

Bureau of Highway Development (BHD)

By: _____ Date: _____
Utility Projects Coordinator

Document Number

CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation
Exempt from fee s.77.25(2r) Wis. Stats.
DT1660 6/2003 (Replaces ED660) s.84.09(1) Wis. Stats.

EMERALD CITY ELECTRIC COMPANY

GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1) grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property: NONE

This space is reserved for recording data

Return to
Jack Staral
Wisconsin Department of Transportation District 6
P.O. Box 1234
Eau Claire WI 54701

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

The said lands are situated in the Town of Wheaton, Chippewa County, Wisconsin, and are shown on the map filed by the Grantee with the County Highway Committee and County Clerk of the said County as required by Section 84.09(1), Wisconsin Statutes, and are described as follows:

All that part of

The NE ¼ - NE ¼ of Section 19, T28N, R10W

The NW ¼ - NW ¼ of Section 20, T28N, R10W

The NE ¼ -NW ¼ of Section 20, T28N, R10W, and

The NW ¼ - NE ¼ of Section 20, T28N, R10W,

In Chippewa County, Wisconsin subject to Grantor's easement or interests, which are included in lands acquired by the Grantee for Project 1052-05-22, IH 94-Green Bay Road, STH 29, dated March 20, 1998, and subsequent revisions as filed with the County Clerk of Chippewa County, State of Wisconsin.

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(GRANTOR Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of _____)ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility Project ID 1052-05-49 This instrument was drafted by Madelyn Honeycombe, WisDOT

R/W Parcel Number 188

PARCEL IDENTIFICATION NUMBER/TAX KEY NUMBER

22810-1911-0150-0000
22810-1911-0125-0000
22810-2022-0375-0000
22810-2022-0002-0000
22810-2022-0100-0000
22810-2021-0375-0000
22810-2021-0325-0000
22810-2021-0002-0000
22810-2021-0225-0000
22810-2021-0075-0000
22810-2021-0125-0000
22810-2012-7274-0001
22810-2012-7309-0003
22810-2012-6521-0001
22810-1944-0750-0000
22810-2011-0125-0000

Document Number

QUIT CLAIM DEED By Utility

Wisconsin Department of Transportation
Exempt from fee s.77.25(2r) Wis. Stats.
DT1661 8/2002 (Replaces ED661)

THIS DEED, made by EMERALD CITY ELECTRIC COMPANY, GRANTOR, a utility organized and existing under the laws of the State of Wisconsin and authorized to transact business in the State of Wisconsin, with its principal place of business at 1114 Barnes Street City of Delavan County of Walworth State of Wisconsin quit claims to the State of Wisconsin, Department of Transportation, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of one dollar. Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

This space is reserved for recording data

Return to
Dalton Brunette
Wisconsin Department of Transportation District 2
2000 Pewaukee Road
Waukesha WI 53187-0798

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

The said lands are situated in the Town of Wheaton, Chippewa County, Wisconsin, and are shown on the map filed by the Grantee with the County Highway Committee and County Clerk of the said County as required by Section 84.09(1), Wisconsin Statutes, and are described as follows:

All that part of

The NE ¼ - NE ¼ of Section 19, T28N, R10W

The NW ¼ - NW ¼ of Section 20, T28N, R10W

The NE ¼ -NW ¼ of Section 20, T28N, R10W, and

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In Chippewa County, Wisconsin subject to Grantor's easement or interests, which are included in lands acquired by the Grantee for Project 1052-05-22, IH 94-Green Bay Road, STH 29, dated March 20, 1998, and subsequent revisions as filed with the County Clerk of Chippewa County, State of Wisconsin.

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

GRANTOR Name _____

Signature _____

Title _____

Print Name _____

Signature _____

Title _____

Print Name _____

Date _____

State of _____)ss.
County)

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

Signature, Notary Public _____

Print or Type Name, Notary Public _____

Date Commission Expires _____

Utility Project ID 1107-02-25 Utility ID 1107-02-45. This instrument was drafted by Madelyn Honeycombe, WisDOT

R/W Parcel Number 42

PARCEL IDENTIFICATION NUMBER/TAX KEY NUMBER

22810-1911-0150-0000
22810-1911-0125-0000
22810-2022-0375-0000
22810-2022-0002-0000
22810-2022-0100-0000
22810-2021-0375-0000
22810-2021-0325-0000
22810-2021-0002-0000
22810-2021-0225-0000
22810-2021-0075-0000
22810-2021-0125-0000
22810-2012-7274-0001
22810-2012-7309-0003
22810-2012-6521-0001
22810-1944-0750-0000
22810-2011-0125-0000

TEMPORARY RELEASE OF EASEMENT

_____, grantor, who has an interest in the following described lands, hereby grants to the State of Wisconsin Department of Transportation, grantee, a Temporary Release of Easement for the right to construct slopes and drainage facilities on said lands, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil.

The said lands are situated in the {Town} {Village} {City} of _____, _____ County, Wisconsin and are shown on Sheet Number _____, which is a part of the Plat of Right-Of-Way required for Project No. _____, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Section 84.09(1), Wisconsin Statutes.

The said lands are further described as lying in the ____ of Section __, T__N, R__E, Town of ____.

This Temporary Release of Easement shall terminate upon completion of Construction Project _____ for which this instrument is given.

Dated this _____ day of _____, 20____

By: _____

(Title) _____

By: _____

(Title) _____

Right of Way Project _____

Parcel _____

TEMPORARY RELEASE OF EASEMENT

_____, Grantor, who has an interest in the following described lands, hereby grants to the State of Wisconsin Department of Transportation (WisDOT), grantee, a Temporary Release of Easement for the right to construct slopes and drainage facilities on said lands, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil.

The said lands are situated in the {Town} {Village} {City} of _____, _____ County, Wisconsin and are shown on Transportation Project Plat(s) _____, which depicts the right of way required for Highway Improvement Project No. _____. This plat is available for viewing at the WisDOT District Office in _____, Wisconsin.

The said lands are further described as lying in the ____ of Section __, T__N, R__E, Town of ____.

This Temporary Release of Easement shall terminate upon completion of Construction Project _____ for which this instrument is given.

Dated this _____ day of _____, 20____

By: _____

(Title) _____

By: _____

(Title) _____

Right of Way Project _____

Parcel _____

**AUDIT AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN
LANDS ACQUIRED FROM PUBLIC UTILITY**

DT1541 5/2002 (Replaces ED1020)

Wisconsin Department of Transportation

This Agreement is made and entered into by and between the State of Wisconsin by its Department of Transportation, Division of Transportation Infrastructure Development hereinafter designated as the "DEPARTMENT," and Alliant Energy, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," for the payment for certain lands or interests in lands acquired by the State of Wisconsin from the COMPANY in connection with a Wisconsin transportation improvement designated:

**Project and Parcel: Church Street, City of Watertown
(Airport Road-Main Street)
STH 26
Jefferson County**

**Utility Project ID: 1393-00-40
Parcel # 134**

Said parcel is included in the DEPARTMENT's Order and map filed with the County Highway Committee and County Clerk as required by Section 84.09(1), Wisconsin Statutes.

WITNESSETH: For and in consideration of the conveyance by separate instrument to the State of Wisconsin of certain lands or interests or rights in said lands in which the COMPANY holds a real property interest, the DEPARTMENT will pay to the COMPANY an amount equal to the net cost incurred by the COMPANY for the actual removal, relocation, alteration, or other rearrangement of the COMPANY facilities situated on the said lands required to restore equivalent function as necessary, in kind if feasible, of the affected segment of COMPANY facility.

The work covered by the Agreement is set forth in the Exhibit hereto attached and made a part hereof. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination if necessary with the companion transportation work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. It is further understood, however, that:

1. All salvage shall be credited to the project in the manner prescribed under the COMPANY's accounting procedure for work undertaken at the expense and volition of the COMPANY. When recovered materials are to be disposed of by sale or as scrap, the COMPANY shall either have filed with the DEPARTMENT an acceptable statement outlining the COMPANY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated for all facilities covered by the Code of Federal Regulations 23, Section 645.117(h). The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
3. Work under this Agreement shall not start until the COMPANY has received written notice from the DEPARTMENT to proceed with the work. The COMPANY shall give prior notice to the appropriate District Transportation Office of the DEPARTMENT when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this agreement must be covered by a written change order or an extra work order. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

The COMPANY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the COMPANY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the DEPARTMENT's prior approval.

The COMPANY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any utility subcontractor if the work is performed in that manner.

4. Upon completion of the work contemplated under this Agreement, the COMPANY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the COMPANY custodian of such records.

The COMPANY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the deletion or correction thereof. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the rights or interests in the lands conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the said conveyance.

5. In Connection with the performance of work under this contract, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities. The COMPANY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
6. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under Section 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

7. It is further agreed that any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyance for the lands or rights or interests therein.
8. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

**WISCONSIN DEPARTMENT OF
TRANSPORTATION
DIVISION OF TRANSPORTATION
INFRASTRUCTURE DEVELOPMENT**

(Administrator)

(Date)

Alliant Energy
(Company)

(Signature) (Date)

(Title)

(Signature) (Date)

(Title)

LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

DT1542 5/2002 (Replaces ED1021)

Wisconsin Department of Transportation

This Agreement is made and entered into by and between the State of Wisconsin, Department of Transportation, Division of Transportation Infrastructure Development hereinafter designated as the "DEPARTMENT," and Alliant Energy, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ 23,540 for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

**Project and Parcel: Church Street, City of Watertown
(Airport Road-Main Street)
STH 26
Jefferson County**

**Utility Project ID: 1393-00-40
Parcel # 134**

Said parcel is included in the DEPARTMENT's Order and map filed with the County Highway Committee and County Clerk as required by Section 84.09(1), Wisconsin Statutes.

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the DEPARTMENT has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the DEPARTMENT, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the DEPARTMENT to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The DEPARTMENT agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed.

Payment of such lump sum amount by the DEPARTMENT to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color,

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handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes,

sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

5. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under Section 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

**WISCONSIN DEPARTMENT OF
TRANSPORTATION
DIVISION OF TRANSPORTATION
INFRASTRUCTURE DEVELOPMENT**

(Administrator)

(Date)

Alliant Energy
(Company)

(Signature)

(Date)

(Title)

(Signature)

(Date)

(Title)

**AGREEMENT FOR PAYMENT
For Relocation or Replacement of Municipal Utility Facilities
Located on Public Held Land Required by Freeway Construction**

Wisconsin Department of Transportation
DT1575 8/2003 (Replaces ED871) s.84.295(4m) Wis. Stats

Municipal Utility Name

Project Description

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, designated as the "DEPARTMENT", and the above-identified municipal utility, designated as the "MUNICIPAL UTILITY", for the payment for the relocation or replacement of certain municipal utility facilities on publicly held lands as required by the construction of the freeway project identified above.

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

The work covered by this Agreement is set forth and made a part of the attached Exhibit. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination, if necessary, with the companion highway work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, adjustments, and Reimbursement.

It is further understood that:

1. All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY's accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale of as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.

2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
3. Work under this Agreement shall not start until the MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT District Transportation Office when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this Agreement must be covered by a written change order or any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY's sole expense.**

The MUNICIPAL UTILITY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the District Director's prior approval.

The MUNICIPAL UTILITY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

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4. Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the MUNICIPAL UTILITY custodian of such records.

The MUNICIPAL UTILITY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the item's deletion or correction. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including

apprenticeship. Except with respect to sexual orientation, the MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

6. The execution of this Agreement by the DEPARTMENT shall not relieve the MUNICIPAL UTILITY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

Wisconsin Department of Transportation
Division of Transportation Infrastructure Development

X _____
(Contract Manager) (Date)

X _____
(Governor of Wisconsin) (Date)

(Municipal Utility)

X _____
(Signature) (Date)

(Title)

X _____
(Signature) (Date)

(Title)

X _____
(Signature) (Date)

(Title)

893.28 Prescriptive Rights By Adverse User.

- (1) Continuous adverse use of rights in real estate of another for at least 20 years, except as provided in s. 893.29 establishes the prescriptive right to continue the use. Any person who in connection with his or her predecessor in interest has made continuous adverse use of rights in the land of another for 20 years, except as provided by s.893.29, may commence an action to establish prescriptive rights under ch. 843.
- (2) Continuous use of rights in real estate of another for at least 10 years by a domestic corporation organized to furnish telegraph or telecommunications service or transmit heat, power or electric current to the public or for public purposes, or a cooperative association organized under Chapter 185 to furnish telegraph or telecommunications service or transmit heat, power or electric current to its members, establishes the prescriptive right to continue the use, except as provided by s. 893.29. A person who has established a prescriptive right under this subsection may commence an action to establish prescriptive rights under ch. 843.
- (3) The mere use of a way over unenclosed land is presumed to be permissive and not adverse.

History: 1979 c. 323; 1985 a. 297 s. 76.

893.29 No Adverse Possession Against The State or Political Subdivisions.

- (1) No title to or interest in real property belonging to the state or a city, village, town, county, school district, sewerage commission, sewerage district or any other unit of government within this state may be obtained by adverse possession, prescription or user under s. 893.25, 893.26, 893.27 or 893.28 unless the adverse possession, prescription or user continues uninterruptedly for more than 20 years and is based upon a continuously maintained fence line which has been mutually agreed upon by the current landowners.
- (2m) Subsection (1) does not affect title to or interest in real property obtained by adverse possession, prescription or user under s. 893.25, 893.26, 893.27 or 893.28 before April 29, 1998.

History: 1979 c. 323; 1983 a. 178; 1983 a. 189 s. 329 (16); 1997 a. 108.

Judicial Council Committee's Note, 1979: This section is based on present s. 893.10 (1), but the period for adverse possession against the state is reduced from 40 to 30 [20] years. The previous provision presumably applied to the property of political subdivisions of the state, but this has been made express in this section. Note that regardless of which of ss. 893.25 to 893.28 apply against a private owner, this section requires 30 [20] years for the obtaining of any rights in public land. Because of the 30-year [20-year] period, adverse possession of the kind described in the 20-year statute is sufficient so that recording and good faith affect only the type of possession required and the amount of land possessed (see s. 893.26 (3) and (4)). Payment of taxes is irrelevant. [Bill 326-A] Adverse possession provisions have prospective application only. Possession must be taken after the provision goes into effect. *Petropoulos v. City of West Allis*, 148 Wis. 2d 762, 436 N.W.2d 880 (Ct. App. 1989). This section does not apply to a railroad. A railroad right-of-way is subject to adverse possession, the same as other lands. *Maiers v. Wang*, 192 Wis. 2d 115, 531 N.W.2d 54 (1995).

Date: June 26, 2000

To: District Directors

From: John Haverberg, Director

Re: Utility Agreements Used Life Credit

Changes in the telecommunication industry have resulted in construction costs for new facilities to be substantially lower than they were in the past. Past WisDOT utility reimbursement policy requires the utility to credit DOT with any depreciation they have taken on the facility that is being replaced. In some cases, the depreciation already taken exceeds the cost of new construction, resulting in the utility company not receiving any compensation for a compensable relocation that is caused by a highway improvement project. Complaints from the industry regarding this situation have caused us to re-examine our policy regarding accrued depreciation credits (used life credits).

In 1985 the FHWA revised 23 CFR Section 645.117 to state **“Credit to the highway project will be required for the accrued depreciation of a utility facility being replaced, such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit.... Credit for accrued depreciation shall not be required for a segment of the utility’s service, distribution, or transmission lines.”**

WisDOT did not change our policy in 1985 because there was no problem with the old policy, and from an accounting point of view, the policy was valid. The policy was based on the idea that a utility should be at the same net book value after the relocation as before, the value should be neither enhanced nor impaired. However, from a practical point of view, if a section of cable is replaced for a highway project, it does not improve the overall facility. On both ends of the new section are older sections. When the utility upgrades the line, the entire length of the line will be replaced, they will not leave the newer “highway move” section in place. So therefore, the utility’s realistic value is not enhanced when a small section of its network is replaced by a highway project.

Therefore, now that the changes in the telecommunication industry have led to replacement costs being significantly less than original construction costs, the Department has decided to align its policy with that of the FHWA and 23CFR Section 645.117.

Used life credit, or accrued depreciation, shall be required for buildings, pumping stations, filtration plants, power plants, substations, and other similar facilities. Used life credit shall not be required on a utility’s service, distribution or transmission lines. This change in policy shall be effective the date this memo is signed.

Mike Cass, Administrator
Division of Infrastructure Development

Signed: July 11, 2000

WisDOT GUIDE TO UTILITY COORDINATION**UTILITY AGREEMENT CHANGE ORDER NO.**

DT1731 1/2004 s.84.09(1) Wis. Stats.

Wisconsin Department of Transportation

Utility Project ID Number	County	Parcel Number/UA Number
Road Name	Highway	
Utility Name		

The agreement in effect between the above named Utility and the State of Wisconsin, Department of Transportation, Division of Transportation Infrastructure Development for the performance of certain work on the above project shall be changed in the following particulars. The acceptance of this order by the Utility and its approval by the Wisconsin Department of Transportation shall constitute a mutual agreement as a part of the original agreement binding upon both parties in the same manner as though the essence of the order had originally been in the agreement.

Reason for Change Order:**Change to Current Agreement**

ITEM	INCREASE/DECREASE (Explain what quantities changed or were added/deleted)	COST (+/-)

Net increase/decrease in agreement \$

Authorized Agent Date

District Utility Coordinator Date

Chief of Design Services Date

(4m) MUNICIPAL UTILITY RELOCATION; FREEWAY CONSTRUCTION.

a) The state shall pay 90% of the eligible costs of the relocation or replacement of any municipal utility facilities required by the construction of any freeway undertaken by the department. The affected municipal utility shall pay the balance of such costs.

b) This subsection applies only to relocations or replacements that:

1. Involve municipal utility facilities located on publicly held lands prior to such relocation or replacement;
2. Are not eligible for state reimbursement under any other provision of law; and,
3. Take place after July 1, 1976.

c) In administering this subsection the department shall use the same procedures and accounting principles as are applicable to utility relocations and replacements for which full reimbursement is required by law.

d) In order to be eligible for reimbursement under this subsection, any entry upon or occupation of state freeway right-of-way after relocation or replacement by a metropolitan sewerage district acting under s. 66.24 (5) (b) shall be done in a manner acceptable to the department.

e) In this subsection:

1. "Eligible costs" mean the actual costs of relocating or replacing utility facilities less the:
 - a. Salvage value of the old facilities;
 - b. Used life credit on the old facilities; and
 - c. Cost of any upgrading of the facilities being replaced or relocated made solely for the benefit and at the election of the utility and not attributable to the freeway construction.
2. "Municipal utility facilities" mean any utility facilities owned by any town, village or city or any town sanitary district established under subch. IX of ch. 60, or under the jurisdiction of any metropolitan sewerage district established under ss. 66.20 to 66.26.
3. "Publicly held lands" include any right or interest in real estate held by the state or by any county, city, village, town or other body politic and corporate.

80.32 Discontinuance of Highways; Reversion of Title.

(4) (a) Whenever any public highway or public ground has been vacated or discontinued, any easements and rights incidental thereto acquired by or belonging to any county, school district, town, village or city **or to any utility or person and relating to any underground or over ground structures, improvements or services and all rights of entrance, maintenance, construction and repair of the structures, improvements or services shall continue, unless one of the following applies:**

1. The owner of the easements and incidental rights gives written consent to the discontinuance of the easements and rights as a part of the vacation or discontinuance proceedings and the vacation or discontinuance resolution, ordinance or order refers to the owner's written consent.
2. The owner of the easements and incidental rights fails to use the easements and rights for a period of 4 years from the time that the public highway or public ground was vacated or discontinued.

(b) The easements and incidental rights described in par. (a) may be discontinued in vacation or discontinuance proceedings in any case where benefits or damages are to be assessed as provided in par. (c), if one of the following applies:

1. The interested parties fail to reach an agreement permitting discontinuance of the easements and incidental rights.
2. The owner of the easements and incidental rights refuses to give written consent to their discontinuance.

(c) Damages for the discontinuance of the easements and rights described in par. (a) shall be assessed against the land benefited in the proceedings for assessment of damages or benefits upon the vacation or discontinuance of the public highway or public ground. The amount of the damages shall be the present value of the property to be removed or abandoned, plus the cost of removal, less the salvage value of the removed or abandoned property, or any other amount that may be agreed upon between the interested parties. The owner of the easements and incidental rights, upon application to the treasurer and upon furnishing satisfactory proof shall be entitled to any payments of or upon the assessment of damages.

(d) Any person aggrieved by the assessment of damages under this subsection may appeal the assessment in the same time and manner as is provided for appeals from assessments of damages or benefits in vacation or discontinuance proceedings in the town, village or city.

Unofficial text from 99–00 Wis. Stats. database. See printed 99–00 Statutes and 2001 Wis. Acts for official text under s. 35.18 (2) stats.

Note: This is just an excerpt and not the whole statute.

32.09 Rules Governing Determination of Just Compensation.

(6) In the case of a partial taking of property other than an easement, the compensation to be paid by the condemner shall be the greater of either the fair market value of the property taken as of the date of evaluation or the sum determined by deducting from the fair market value of the whole property immediately before the date of evaluation, the fair market value of the remainder immediately after the date of evaluation, assuming the completion of the public improvement and giving effect, without allowance of offset for general benefits, and without restriction because of enumeration but without duplication, to the following items of loss or damage to the property where shown to exist:

- (a) Loss of land including improvements and fixtures actually taken.
- (b) Deprivation or restriction of existing right of access to highway from abutting land, provided that nothing herein shall operate to restrict the power of the state or any of its subdivisions or any municipality to deprive or restrict such access without compensation under any duly authorized exercise of the police power.
- (c) Loss of air rights.
- (d) Loss of a legal nonconforming use.
- (e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on condemnee's land. In determining severance damages under this paragraph, the condemner may consider damages which may arise during construction of the public improvement, including damages from noise, dirt, temporary interference with vehicular or pedestrian access to the property and limitations on use of the property. The condemner may also consider costs of extra travel made necessary by the public improvement based on the increased distance after construction of the public improvement necessary to reach any point on the property from any other point on the property.
- (f) Damages to property abutting on a highway right-of-way due to change of grade where accompanied by a taking of land.
- (g) Cost of fencing reasonably necessary to separate land taken from remainder of condemnee's land, less the amount allowed for fencing taken under par. (a), but no such damage shall be allowed where the public improvement includes fencing of right-of-way without cost to abutting lands.

(6g) In the case of the taking of an easement, the compensation to be paid by the condemner shall be determined by deducting from the fair market value of the whole property immediately before the date of evaluation, the fair market value of the remainder immediately after the date of evaluation, assuming the completion of the public improvement and giving effect, without allowance of offset for general benefits, and without restriction because of enumeration but without duplication, to the items of loss or damage to the property enumerated in sub. (6) (a) to (g) where shown to exist.

16.528 Interest on Late Payments.

(1) DEFINITIONS. In this section:

(a) "Agency" means an office, department, independent agency, institution of higher education, association, society or other body in state government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority created in ch. 231, 233, 234, or 237.

(b) "Subcontractor" has the meaning given in s. 66.0901 (1)(d).

(2) INTEREST PAYABLE.

(a) Except as provided in sub. (3) or as otherwise specifically provided, an agency which does not pay timely the amount due on an order or contract shall pay interest on the balance due from the 31st day after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later, or, if the agency does not comply with s. 16.53 (2), from the 31st day after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later, at the rate specified in s. 71.82 (1) (a) compounded monthly.

(b) For the purposes of par. (a), a payment is timely if the payment is mailed, delivered or transferred by the later of the following:

1. The date specified on a properly completed invoice for the amount specified in the order or contract.
2. Except as provided in subd. 3., within 45 days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract, or, if the agency does not comply with s. 16.53 (2), within 45 days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later.
3. For orders or contracts entered into on and after the first day of the 3rd 12-month period beginning after February 1, 1987, within 30 days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract, or, if the agency does not comply with s. 16.53 (2), within 30 days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later.

(2m) INTEREST PAYABLE TO SUBCONTRACTORS.

(a) Except as provided in sub. (3) (e) or as otherwise specifically provided, principal contractors that engage subcontractors to perform part of the work on an order or contract from an agency shall pay subcontractors for satisfactory work in a timely fashion. A payment is timely if it is mailed, delivered or transferred to the subcontractor no later than 7 days after the principal contractor's receipt of any payment from the agency.

b) If a subcontractor is not paid in a timely fashion, the principal contractor shall pay interest on the balance due from the 8th day after the principal contractor's receipt of any payment from the agency, at the rate specified in s. 71.82 (1) (a) compounded monthly.

c) Subcontractors receiving payment under this subsection shall pay lower-tier subcontractors, and be liable for interest on late payments, in the same manner as principal contractors are required to pay subcontractors in paragraphs (a) and (b).

(3) EXCEPTIONS.

Subsection (2) does not apply to the following:

- (a) Any portion of an order or contract under which the payment is made from federal moneys.

- (b) An order or contract that is subject to late payment interest or another late payment charge required by another law or rule specifically authorized by law.
- (c) An order or contract between 2 or more agencies except if the order or contract involves prison industries.
- (d) An order or contract for services which provides for the time of payment and the consequences of non-timely payment.
- (e) An order or contract under which the amount due is subject to a good faith dispute if, before the date payment is not timely, notice of the dispute is sent by 1st class mail, personally delivered or sent in accordance with the procedure specified in the order or contract. In this paragraph, "good faith dispute" means a contention by an agency that goods delivered or services rendered were of a lesser quantity or quality than ordered or specified by contract, were faulty or were installed improperly; or any other reason giving cause for the withholding of payment by the agency until the dispute is settled.

(4) APPROPRIATION FROM WHICH PAID.

An agency which pays interest under this section shall pay the interest from the appropriation for administration of the program under which the order or contract was made or entered into unless payment from that appropriation is prohibited. Notwithstanding ss. 20.115 to 20.765, if payment from the appropriation for administration of the program is prohibited, the interest payment shall be made from a general program operations appropriation of the agency determined by the agency. If the program is administered from more than one appropriation, the interest payment shall be made from the appropriation or appropriations for program administration determined by the agency.

(5) REPORTS OF INTEREST PAID.

Annually before October 1, each agency shall report to the department the number of times in the previous fiscal year the agency paid interest under this section, the total amount of interest paid and the reasons why interest payments were not avoided by making timely payment.

(6) ATTORNEY FEES.

Notwithstanding s. 814.04 (1), in an action to recover interest due under this section, the court shall award the prevailing party reasonable attorney fees.

History: 1985 a. 300; 1987 s. 312 s. 17; 1987 a. 399; 1989 a. 233; 1991 a. 39; 1995 a. 27, 241; 1999 a. 150 s. 672; 2001 a. 16; 2001 a. 30 s. 108.

Correspondence/Memorandum

Date: August 5, 2002

To: Ron Nohr, Chief of Design Services
Room 651 HFSTB
ATTN: Sheldon Larsen

From: Taylor A. Peterson, P.E.
District #1 Technical Services Manager

RE: Madison-Waukesha Rd (STH 26 Interchange) IH 94 Jefferson County	Project I.D. 0656-22-40 R/W Project I.D. 1067-01-22 Construction Project I.D. 1067-01-73 Wisconsin Electric Power Company
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RECOMMENDATION FOR APPROVAL:

The cost estimate and work plan for this project have been reviewed and are reasonable. The estimate and work plan are recommended for approval on behalf of the Department of Transportation. The work was done to accommodate plan changes to the driveway to Pine Cone Travel Plaza.

THIS IS A SECOND MOVE

Transportation District #1

By: _____ Date: _____
Utility Coordinator

Bureau of Highway Development (BHD)

By: _____ Date: _____
Utility Projects Coordinator

The following materials relating to the subject project are submitted for parcel processing:

1. The original invoice in the amount of \$10,443.00.
2. WEPCO's plans and cost estimate, including a summary worksheet showing the major cost areas and total cost.

This submittal covers the work necessary to relocate the buried electrical facilities that were previously relocated according to the original plan.

There is no used life credit. A salvaged material credit of \$3 is included in the estimate.

Betterment credit does not apply. Plant loss does not apply.

Federal funds will not be used on this utility relocation project.

Sheldon Larsen granted prior approval on December 15, 2001. A copy of the email is attached.

Correspondence/Memorandum

Date: January 5, 2002

To: Ron Nohr, Chief of Design Services
Room 651 HFSTB
ATTN: Sheldon Larsen

From: Barb Polce, District 1 Utility Coordinator

RE: Project I.D. 1234-05-41 UTILITY AGREEMENT CHANGE ORDER #1
Ixonla-Sullivan Road
(Dustin Rd-Dalton Dr)
CTH F Jefferson County
Sullivan Telephone Company Parcel #52

RECOMMENDATION FOR APPROVAL

The cost estimate and work plan for Utility Agreement Change Order #1 has been reviewed and is reasonable. The estimate and change order are recommended for approval on behalf of the Department of Transportation.

THIS CHANGE ORDER IS FOR A SECOND MOVE

Transportation District #1

By: _____ Date: _____
Authorized District Representative

Bureau of Highway Development (BHD)

By: _____ Date: _____
Utility Projects Coordinator

The following materials relating to the subject project are submitted for processing:

1. One signed original of the Utility Agreement Change Order form for an increase (*decrease*) of \$2,534. (*Note: If you send two originals, we will return one of the signed originals to you, and one will be filed in Central Files.*)
2. One copy of the supporting documentation and correspondence. (*Note: We will not return a copy to the District, so keep a copy for yourself.*)
3. One copy of the revised Conveyance of Rights. (*If applicable*)

This change order was necessary due to a change in the construction limits on Barnes Street, which added 550 feet to the project. *provide a brief description of what occurred to warrant this change order.*

All applicable credits have been considered and included in the estimate.

There was no betterment on the work covered by this Change Order.

No Federal Funds are used on this project.

Sheldon Larsen granted prior approval on December 15, 2001. A copy of the email is attached.

**U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
P.O. BOX 1269
Madison, Wisconsin**

October 17, 1963

State Highway Commission
Madison, Wisconsin

Gentlemen:

Subject: Project I 94-5(14)314, Milwaukee County
South County Line – Milwaukee Road (IH 94)
Wisconsin Electric Power Company (Parcel 4)

We have reviewed your letter of September 24 requesting our policy regarding the matter of purchasing materials for utility alterations in advance of authorizing the construction.

The purchase of materials in advance of authorization will not necessarily jeopardize the eligibility of federal participation, provided that material is not incorporated into the work prior to approval of the plans and estimates covering the alterations. Also, freight and handling charges incurred prior to authorization would be eligible for federal participation provided the cost records are segregated and the charges are substantiated as applicable to the pre-ordered material.

Sincerely,

E L High, for
Robert Paddock
Division Engineer

UNITED STATES GOVERNMENT MEMORANDUM
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

DATE: December 31, 1963

TO: Division Engineers – Illinois, Indiana, Kentucky, Michigan, and Wisconsin

FROM: F.B. Farrell, Regional Engineer,
Homewood, Illinois

SUBJECT: Utilities (Region 4 Engineering Code 3.10)
Development of Relocation Costs when Utility Elects to Include a Betterment

Utility companies frequently elect to replace existing facilities with a new facility of greater capacity when relocation adjustments are required by reason of a highway project. The new facility may be in the same general location or at some other location farther removed from the project. This is especially true with the case of replacing existing Bell Telephone Systems with Microwave Systems.

We have normally required the utility to furnish an estimate covering the adjustment of their facility in the existing location. This estimate would be thoroughly reviewed, by both the State and the Bureau, and the reimbursement to the utility would be based on the one estimate with the further determination that the utility actually spent this amount of money on their new facility.

We recently received a field trip report made by Mr. J.E. Kirk, Chief, Utilities Staff, Office of Right-of-Way and Location, in which he discussed the results of a meeting between representatives of the State of Louisiana, the Bureau, and Southern Bell Telephone and Telegraph Company. We believe that the conclusions arrived at during this conference will aid your review of utility adjustments falling in this category.

- (1) The Utility would prepare an estimate to establish costs of hypothetical replacement facility, either a replica of existing overhead facilities or a buried cable of like capability. The estimate would be based on the most economical type of replacement.
- (2) The Utility would prepare an estimate of total costs of relocation for actual work contemplated. This estimate would reflect the total cost of installing new buried cable of greater capacity and other betterments required by the new facility.
- (3) A percentage factor would be established from (1) and (2) representing percentage of (2) eligible for payment by State and reimbursement by Bureau, which in turn could be applied to actual costs of (2) when utility bills are submitted to the State, giving appropriate consideration to extra work, if involved.
- (4) The following items may be included in these estimates as being eligible for Federal-aid reimbursement.
 - A. The cost of added lengths or tie-ins to old line as required by the project.
 - B. The cost of removing existing plant.
 - C. The cost of right-of-way, if any.
- (5) Credit will be given for all material recovered that is reusable or has junk value.
- (6) Credit will be given for extended service life where involved on the basis of a percentage factor established by the ratio of the effective age – total life expectancy of existing aerial facilities as applied to the replacement costs (hypothetical estimate) but subject to later adjustment to account for variations between estimated and actual costs.

WisDOT GUIDE TO UTILITY COORDINATION

About the only difference between the above method and the procedure that we have been following is the use of the percentage factor. The percentage factor has merit in that it will reflect the normal discrepancies in the preparation of an estimate.

On those utility adjustments less than \$5,000, the utilities broad gauge unit prices may be used in preparing lump sum estimates with a breakdown of material, labor, equipment, overhead, etc. When broad gauge unit prices are used, the utility must furnish supporting cost standards or background data for use of State and Bureau personnel which will provide an accurate basis for reviewing utility proposals and will permit auditors a reasonable means to verify the estimated costs. The validity and reasonableness of a utilities broad gauge unit prices will be verified periodically by an audit performed by State and Bureau personnel.

F.L. Anthony
Acting Regional Engineer

Wisconsin Department of Transportation

August 19, 2003

Alan Ehlert
Tri-County Telephone Cooperative
23669 Washington Street
Independence, WI 54747

SUBJECT: **TRANS 220 Work Plan and Utility Agreement Approval**

West County Line - STH 93 Road	Utility Project I.D. 7737-01-40
STH 12	R/W Project I.D. 7737-01-21 Parcel # 3
Trempealeau County	Construction Project I.D. 7737-01-71 and 73

Hello Alan:

This letter is to inform you that I have received your proposed work plan involving the relocation of your facilities for the subject project and have found it to be in conformance with Trans 220. Also, the utility agreement for this project has been reviewed and approved. Enclosed is a copy of the approved work plan and the approved utility agreement for your file.

I am also sending a copy of the release of rights document for this project. Please have this document signed and returned to me. As you know, the utility agreement is contingent on us receiving the signed release of rights document. Remember, I cannot process any invoices until I have received the signed release of rights document.

You are hereby authorized to proceed with the relocation after all necessary permits to occupy highway rights of way have been approved. Permits and/or coordination with other agencies may also be required for your proposed relocation.

All of the right of way on the project has been acquired. The project will be let to contractor bids on May 9, 2004 with construction starting in late May 2004 at the earliest.

True North Engineering will be the DOT consultant managing the project. Please contact True North at (715) 378-4493 or myself at (608)-785-9032 to arrange for any r/w staking you may need to complete your relocation work.

It will be necessary to notify us if any substantial change is made in the planned relocation of the facilities and if you plan to use a subcontractor.

Please advise me when you have completed the relocation.

Sincerely,

Gary J. Jackson
Utility Coordinator

District Letterhead and Address Information

Date

Electric Ladyland Company
123 High Street
Lyons, WI 53123

RE: Utility Project ID xxxx-xx-40 Parcel 231
Lone Rock – Spring Green Road
STH 52 Iowa County

We have received your billing for relocation costs associated with the above project and parcel, (invoice number _____). Upon review of this billing we find it to be for the exact amount of the original estimate. In that this work was performed under an “Audit Agreement” (form DT1541) the billing should be based on actual costs incurred for the reimbursable portion of the relocation cost rather than the original estimated amount. Also please make sure that there is sufficient detail in the billing information provided so that we can determine that the actual costs incurred are consistent with the intent of the estimate and that the invoiced costs are supported by your company’s job cost bookkeeping system. We cannot make payment unless the proper documentation is in order.

It is possible that the actual costs are the same as the estimated amount, but generally we find this not to be true.

The original estimate submitted with this parcel indicated an amount of reimbursement *at 68% for the cost incurred under the Lone Rock work order 6775 and 31.5% for cost incurred under the Spring Green work order 6458 (see attachment)*. These percentage reimbursements should be reflected in your final bill. **NOTE to UTILITY COORDINATORS: Change this part to fit the specific situation for the project that you are writing about.**

Please review your invoice to ensure the proper procedure is being used to determine the State share of the project costs. Make any changes that are necessary and resubmit the invoice to me at the address above.

If the final billing is more than 10 % higher or lower than the estimated amount please provide an explanation for the cost differential. There may have been variations in material prices, quantities, or time spent on the project that altered your costs. Please explain what happened so that we can understand the variation from the estimate.

I have attached a short explanation of the two types of agreements we use for utility relocation projects and some excerpts from the Federal and State regulations regarding utility agreements.

If you have any questions concerning this letter please feel free to contact me at () - or via email at _____@dot.state.wi.us

Sincerely

District Utility Coordinator

Some General Comments Regarding Agreements and Billings

The State of Wisconsin uses two types of agreements for the reimbursement of utility facility relocation costs that are located on private property within the taking area of a proposed highway improvement project.

Lump Sum Agreement (DT Form 1542)

The Lump Sum Agreement can be used for amounts up to \$35,000.00. The process for use of the lump sum agreement requires the utility to prepare an estimate for the reimbursable portion of the utility's relocation cost. The estimate should include sufficient detail to justify the total costs. This estimate is reviewed by the highway agency and, if found acceptable, approved and the utility is then authorized to proceed with work. Upon completion of work, the utility certifies work complete and provides a bill to the highway agency for the agreed lump sum price included in the original agreement and estimate. The highway agency makes payment for the agreement amount and the project is then complete.

This type of agreement works best for smaller sized projects where the scope of work is easily defined and the quantities involved are not subject to variation.

Audit Agreement (DT Form 1541)

This form of agreement can be used for any size project but must be used for agreements over \$35,000.00. The unique feature of this type of agreement is that it allows for payment of the actual reimbursable costs incurred by the utility rather than the estimated costs as with the Lump Sum Agreement.

The process for this type of agreement is the same as with the lump sum agreement in that the utility prepares a detailed estimate with exhibits and submits it to the highway agency for review. If acceptable the highway agency approves the agreement and authorizes the utility to proceed with work. Upon completion of work the utility certifies work complete and submits a billing based on the actual costs incurred for the work. This assures the utility that they will be reimbursed for the actual costs to perform the work based on the charges that were incurred. The highway agency then reviews the billing submitted by the utility and, if found to conform to the percentage of reimbursement and units as specified in the estimate, payment is made. With this type of agreement, the highway agency has the right to audit company records to ensure that the costs as billed were actually incurred by the utility.

Federal and State Agreement Requirements:

23CFR 645.113(c)

The agreement shall be supported by plans, specifications when required, and itemized cost estimates of the work agreed upon, including appropriate credits to the project, and shall be sufficiently informative and complete to provide the Transportation Department (TD) and the FHWA with a clear description of the work required.

645.117

(a) **Developing and recording costs.** (1) All utility relocation costs shall be recorded by means of work orders in accordance with an approved work order system except when another method of developing and recording costs, such as lump-sum agreement, has been approved by the TD and the FHWA. Except for work done under contracts, the individual and total costs properly reported and recorded in the utility's accounts in accordance with the approved method for developing such costs, or the lump-sum agreement, shall constitute the maximum amount on which Federal participation may be based.

(2) Each utility shall keep its work order system or other approved accounting procedure in such a manner as to show the nature of each addition to or retirement from a facility, the total costs thereof, and the source or sources of cost. Separate work orders may be issued for additions and retirements. Retirements, however, may be included with the construction work order provided that all items relating to retirements shall be kept separately from those relating to construction.

645.117

i) **Billings.** (1) After the executed TD/utility agreement has been approved by the FHWA, the utility may be reimbursed through the STD by progress billings for costs incurred. Cost for materials stockpiled at the project site or specifically purchased and delivered to the utility for use on the project may also be reimbursed on progress billings following approval of the executed TD/utility agreement.

(2) The utility shall provide one final and complete billing of all costs incurred, or of the agreed-to lump-sum, within one year following completion of the utility relocation work, otherwise previous payments to the utility may be considered final, except as agreed to between the STD and the utility. Billings received from utilities more than one year following completion of the utility relocation work may be paid if the STD so desires, and Federal-aid highway funds may participate in these payments.

(3) All utility cost records and accounts relating to the project are subject to audit by representatives of the State and Federal Government for a period of 3 years from the date final payment has been received by the utility.

From the WisDOT Facilities Development Manual Chapter 18, Utility Coordination:

Procedure 18-20-10

Upon receipt of three copies of the billing submitted by the company, the appropriate district personnel will review each detailed utility contract billing and determine the supportable amount based upon district records, supervision, and knowledge of the utility work. The billing should be checked for arithmetic correctness, the inclusion of the appropriate credits, and should be of similar form and amount of the contract estimate. Acceptable variations from the contract estimate should be explained. Unacceptable variations, such as contested expenditures, etc., should be deleted from the amount of the voucher and an explanation provided after reasonable attempts have been made to correct the billing by contact with the utility.

The billing should contain a statement by the utility certifying that it represents actual expenditures to accomplish the agreed upon work under a specific contract arrangement. It must also designate the state's share or obligation. (Emphasis added)

The intent of the procedure is to provide for payment of 100 percent of the billed amount that can reasonably be determined by the district to be owed to the utility under a specific contract based upon district supervision, records, and knowledge of the job. The district may have to contact the utility on some billings to resolve certain billed items rather than to just exclude them on a unilateral basis as contested items. It is expected that the district review will be able to check engineering items such as materials, labor, equipment, salvage, etc., but will not be able to check overhead loadings, etc., which are verifiable only at the utility offices other than by comparison with the estimated amounts.

**The State of Wisconsin
Office of Attorney General
Madison**

George Thompson
Attorney General

Walter J. Cole
Deputy Attorney General

November 13, 1964

Mr. E. J. Byrkit
Chief Design Engineer
State Highway Commission
Madison, Wisconsin 53701

Re: Program for Bureau of Public Roads Division
Office Review of a State's Procedures and Practices
Relating to Highway Utility Matters – Law Section Review

Dear Mr. Byrkit:

This will acknowledge receipt of a letter from Mr. Robert H. Paddock, Division Engineer, Bureau of Public Roads, in which he asks for further comment on the Wisconsin procedures and practices relating to highways and public utilities.

Specifically, he has requested further clarification on statements set forth in a legal memorandum, dated October 1963.

C. Determine the measure of damages to a utility's facility (if compensable) under the following circumstances:

1. Relocation (vertical or horizontal) is within the highway.
2. Relocation to a location outside the highway.
3. Retirement without relocation.
 - a. Where no physical property belonging to the utility is taken.
 - b. Where physical property belonging to the utility is taken.

In answering the above questions, I have attempted to do so by a general statement of Wisconsin Law. The questions are so interrelated that I have not attempted to follow the proposed outline.

Where a utility is located off existing right of way and has a property right in its location, it must be considered the same as any other property owner, except that payment is figured in a different manner. Of necessity, the determination of "just compensation" in utility takings must be made on a different basis than "fair market value". Comparable sales are non-existent, the income approach useless and cost less depreciation unrealistic. About the only way a fair determination of just compensation can be made is to attempt to determine how the utility can be made whole again without allowing any benefits over and above the costs of an equitable restoration. For this reason, the State allows an amount equal to 1) the costs of the equivalent replacement right of way where their property rights have been taken, 2) the net cost of rebuilding the utility facility to restore its existing function.

The cost of equivalent replacement right of way is considered to represent an equitable measure of the value of the lands being acquired from the utility.

The net cost of rebuilding the utility facility requires that the out-of-pocket relocation costs be reduced by the salvage value of the existing facility, the value of any betterments made at the option of the utility, a consideration of the utility's present interest in the existing facility (used life credit). It is intended that, to the extent permitted by PPM 30-4, all costs shall be determined as though the utility were doing the work for itself and at its own expense. The legal theory offers relatively few problems, but the practical application poses a multitude of difficulties due to varying factual situations.

WisDOT GUIDE TO UTILITY COORDINATION

When the Highway Commission finds it necessary, they must pay just compensation, this again is computed as the net cost of reasonable change in location, giving the appropriate consideration to salvage, used life and betterments when made at the option of the utility. Plant loss (that portion of capital investment not recaptured through depreciation) may be an item to be included where the utility has a land right and where the utility facility is removed and not replaced.

In instances suitable to both parties, the utility may make conveyances to the State of a sufficient interest to accommodate the highway with the provision that the State will pay for subsequent dislocation caused by future highway changes that may be necessary (Form E-D-660-62). Consideration in such instance is often nominal.

Under Wisconsin law, utilities are not paid for "damages". These cases must be treated as acquisitions of rights of way, although the end result, in dollars, may be the same. It is immaterial to the State whether or not the utility does or does not rebuild its line under the ordinary right of way approach, once just compensation has been agreed upon and the right of way has been cleared for highway construction. Physical property of the utility is ordinarily treated as personal property and may be removed by the utility for further use or salvage. Of course, there may be instances where utility property is, in fact, part of the real estate and must be taken if the utility insists. In such cases, where the property right of the utility is superior, we must deal with the utility as with any other property owner.

I stress again that in Wisconsin law utilities must be dealt with as with other landowners when their property rights are superior. Ordinarily, they exist in highways at sufferance. On highways built on easement, subsequent utility occupancy of highway right of way may be considered an additional burden on the land and require an easement from the fee holder. These subservient easements do not constitute a basis for payment in the event the utility must be moved for highway purposes.

When no physical or real property belonging to a utility is taken, and yet the utility must retire facilities because of the highway construction, just compensation, if any, would be determined as in the case of any other landowner. Injury caused by land locking, loss of access, change of grade, etc., would have to be evaluated.

When the acquisition of utility real and physical property requires the retirement of a utility facility without replacement, a reasonable measure of just compensation for the physical property is termed "plant loss". This item is generally calculated by adding the original cost and the cost of removal and subtracting the sum of the salvage and accrued depreciation (used life). This represents the net value of the remaining life of the facility.

The Bureau of Public Roads has also asked for comment on the following statement:

"Under our present policy, the costs of replacement right of way that are acquired by or on behalf of a utility, that are located outside of either publicly-owned lands or highway right of way be reimbursed, provided such costs are incurred pursuant to the conditions set forth in paragraph 3a (1) of PPM 30-4 and provided further that the cost of a relocation is in accordance with all applicable State and Federal requirements."

As stated above, the State does not acquire replacement right of way as such, however, where applicable, the costs for replacement right of way may be used in computing just compensation. The Wisconsin Constitution does not allow the State to engage in works of internal improvements (with certain exceptions). This precludes the State from directly engaging in the replacement and rebuilding of utility lines.

Sincerely,

George Thompson
Attorney General

Richard E. Barrett
Assistant Attorney General

The State of Wisconsin
Office of Attorney General
Madison

November 14, 1966

Mr. B. J. Mullen
Director of R/W
State Highway Commission
1 West Wilson Street
Madison, Wisconsin 53702

Subject: Utility Relocations Eligibility

Attention: D. J. Topp
Chief of R/W Operations

Gentlemen:

On June 24, 1966, I wrote you concerning the status of public utilities on private lands that have been in place for more than six years even though there is no conveyance of any sort of record.

I pointed out in that opinion that the matter was governed by sec. 182.017, Stats., which states in essence that the landowner could not bring an action in inverse condemnation after six years. The landowner has lost his right to oust the utility or to sue the utility through inverse condemnation. The state desiring to acquire the interest of the landowner and the utility is in no different position than the position between the landowner and the utility. Therefore, the state must, in my opinion, either acquire the interest of the landowner and the utility by negotiation and contract, or should this fail, resort to eminent domain.

I trust that this will clarify my opinion, since I understand the Bureau of Public Roads desires a positive legal statement that the state must either purchase or condemn.

Sincerely,

Bronson C. La Follette
Attorney General

Richard E. Barrett
Assistant Attorney General

**The State of Wisconsin
Office of Attorney General**

September 28, 1959

Mr. J. S. Piltz
Engineer of Design
State Highway Commission of Wisconsin
State Office Building
Madison 2, Wisconsin

Attention: Mr. T. R. Kinsey

Gentlemen:

Re: Project P 1387-1(22)
CTH "M" – Sayner Road
CTH "N"
Vilas County

Reference is made to your letter addressed to Mr. R. E. Barrett, Assistant Attorney General, dated May 20, 1959, relative to the above-captioned matter. This will answer your inquiry stated therein.

The facts outlined in the enclosed memorandum from Mr. Boyce of Rhinelander conclusively support the fact that the road under consideration is a presumptive four-rod right-of-way within the provisions of sec. 80.01(2), Wis. Stats.

You have enclosed a copy of a pole line easement grant from the Conservation Commission to Wisconsin Valley Electric Company. It must be presumed that this grant of a pole line easement embraced territorial limits outside and beyond the right of way of County Trunk Highway "N". The reason for this is that the Conservation Commission had no jurisdiction or authority to grant any rights in and to the presumptive four-rod right-of-way of County Trunk Highway "N". Therefore, if the utility maintains a portion of its utility structures within the four-rod right-of-way of County Trunk Highway "N", it maintains such structures there not by any right acquired, but as an encroacher, or at best, as a licensee under sufferance from the State of Wisconsin.

Therefore, it is our opinion that the State has no obligation to participate in the relocation cost of the utility structures.

Sincerely,

John W. Reynolds
Attorney General
By:
William Wilker
Attorney

May 20, 1959

Mr. R. E. Barrett
Asst. Attorney General
State Capitol
Madison, Wisconsin

Dear Sir:

Subject: Project P 1387-1(22)
C.T.H. "M" – Sayner Road
C.T.H. "N"
Vilas County

The construction of the subject project will necessitate the relocation of a number of poles of the Wisconsin Public Service Corporation presently located within the presumptive four-rod right-of-way width of C.T.H. "N" in Vilas County.

The utility maintains that the relocation costs should be paid for by the state and bases its claim on an easement granted in 1930 to a predecessor utility by the Conservation Commission.

Town of Arbor Vitae records indicate that in 1921 this was a town road. The easement grants the utility rights over state lands along the roadway which presumably have to be outside of the right of way limits of the town road. As the records do not indicate the original width, it is assumed that the right-of-way is four rods wide.

The question at hand is whether the utility has a compensable easement within the presumptive four-rod right-of-way width of C.T.H. "N". It would appear that the Conservation Commission did not intend, nor have the power, to grant an easement over town road right-of-way. As neither the easement nor town records indicate right-of-way width, it would seem that the four-rod width would govern, and the utility relocation would not be compensable. Individual land owners in the area recognize the four-rod right-of-way width.

To aid in your evaluation of the problem, we are attaching a copy of each of the following exhibits:

1. Easement and map.
2. T. R. Kinsey's memorandum of May 11, 1959.
3. R.M. Boyce's memorandum of May 18, 1959.
4. Location of poles for which the utility claims compensation.

Please advise us of any obligation of the state toward the utility as far as participation in relocation costs is concerned.

Sincerely,
STATE HIGHWAY COMMISSION OF WISCONSIN
J.S. Piltz, Engineer of Design
By: Utilities Planning Engineer

DEPARTMENTAL CORRESPONDENCE

May 18, 1966

To: Mr. E. L. Roettiger
Attn: T. R. Kinsey

From: Mr. Max Tuttle
District 7 – Rhinelander

Subject: Project P 1387-1(22)
CTH “M” – Sayner Road
CTH “N”
Vilas County

As you requested in your letter dated May 11, 1959, we have had old records searched with the following results that answer some of your questions:

1. Resolution No. 11 passed by the Vilas County Board of Supervisors reads in part “Be it hereby resolved that highways “H”, “K”, “M” and “N” as shown on the 1939 aerial map be added to the County Trunk System effective December 31, 1941.” The Commission approved this addition under System Change P-794 as indicated in a letter to the Vilas County Clerk dated June 4, 1941.
2. Records of the Town of Arbor Vitae (Volume 2, Page 287) indicate that the Town entered into a contract to have work done on the road on May 23, 1921. This would indicate that it was a town road as of that date.
3. There is no record that we could find to show that this was ever a private road nor can we find how much, or in what manner, right-of-way was acquired. It was never a forest development road.

To the best of our knowledge, this has always been a public road with a right-of-way presumed to be 4 rods wide, partly occupied by the utility’s pole line. We believe that the Conservation Commission easement could only give the utility the right to cut the trees necessary for the construction and maintenance of their line.

By:
R.M. Boyce
Right of Way Engineer

Wisconsin DOT Letterhead _____

Date

Chad Morse
Lathers Electric Company
1234 Idunno Road
Clinton WI 53525

Project ID 2330-02-44
Sharon – Clinton Road
STH 69 Walworth County
Parcel 103

Our records indicate that the work for the above utility relocation project has been completed, but we have not received an invoice from you yet.

I would like to remind you that Wisconsin Department of Transportation requires invoicing within 1 year of the completion of the construction work.

Please check with your billing department on the status of the invoice for this project. If you are unable to produce an invoice in a timely manner, please contact me to discuss the situation.

Sincerely,

Taylor A. Peterson
District Utility Coordinator
(XXX) XXX-XXXX

Chapter 12

CHANGES TO THE PLAN

THE IMPACT ON UTILITIES

During final design, many factors cause the Designer to make adjustments to the preliminary design. While these changes are needed, and help to improve the final design, the Designer must not overlook the impact these changes might have on existing or proposed utility facilities. As stated in the introduction to this guide, the Designer is required by State Statute 182.0175 to avoid as much as possible any interference with utility transmission facilities.

There may be cases where the proposed design change affects the utility facilities so adversely that it is not prudent to make such a change. If this occurs, the Designer should re-evaluate the proposed design change, and look at other alternatives. The overall goal of any design is to provide an improvement that is economical and efficient for all modes of transportation.

NOTIFYING UTILITY UNIT

The Designer should notify the Utility Unit of any changes to the design that may affect utility facilities. The Utility Unit will either determine that there is no conflict, or will suggest notifying the utilities affected. TRANS 220 requires that the utilities be notified of any changes that occur after the utilities have been sent the form DT1078 "Project Plan Transmittal". The Utility Unit will also place a note in the utility file regarding the change.

If the construction of a project is delayed or advanced, (either from one year to another, or if construction begins later or earlier in the season) the utilities must be notified so that they can change their schedules accordingly. (See example letter in [Figure 12-1](#))

When the limits of a project are extended, or the scope of a project changes, the utilities must be notified. This will probably require additional locating of utility facilities in the new area. (See example letters in [Figure 12-2](#) and [Figure 12-3](#))

NOTIFYING UTILITIES

TRANS 220 requires that after the DT1078 "Project Plan Transmittal" form has been sent to the utility companies, **all changes must be highlighted and sent to the utility companies with an explanatory cover letter. (See examples of cover letters in Figures 12-1, 12-2, and 12-3).** Typically, a utility company will have 60 days to react to changes in the plan. This may affect the due date for a Utility Work Plan. It is best to notify utilities of changes to the plan as soon as possible.

It is WisDOT policy to identify for utility companies the changes to the plan on all highway projects, not just those covered by TRANS 220. If the Designer or the Utility Unit determines that the affected utilities should be notified, two different courses of action may occur:

-If there is a R/W plat for the project, the Utility Unit may want to notify the utilities, especially

if the utility involved has a compensable land interests. The Designer will be responsible for providing the appropriate exhibits to send to the utilities. These may be cross sections, intersection details, plan and profile sheets, revised R/W plats, etc. **NOTE:** Some changes (like an intersection improvement requiring additional new R/W) require additional field locating of utilities. This is often overlooked.

-If there is **NO R/W plat** for the project, the **Designer** is responsible for notifying the affected utilities. The Designer should check with the Utility Unit to be sure adequate information is supplied to the utilities. Sample letters to the utility are shown in [Figures 12-1, 12-2 and 12-3](#). The appropriate exhibits should accompany the letter.

There have been times when utility companies have stated that they never received plan changes. While this may be true, there are times when the designer did send the changes but the designer is unable to prove that the utility company received the changes. There are two ways of dealing with this. One way is to send the changes via certified mail requesting a return receipt, which requires the recipient to sign a green card that is returned to the sender. The second way is to send a Revised DT1078 form, which has the Project Plan Acknowledgement on it. You will have to modify the DT1078 form in some way, such as stamping it "REVISED" and dating it, or writing "REVISED" on the form. It is important to date the revised form because, unfortunately, there are times when there is more than one revision. The cover letter that accompanies the revised DT1078 and the plan set should describe the changes that were made and should make it clear that the receiver needs to return the signed DT1078 form. If the utility does not return the signed DT1078 form within a reasonable timeframe, the person that sent the revised plans must follow-up to make sure that the revisions were received. The dates the revisions were sent and received should be noted in the Trans 220 Log. For non-Trans 220 projects, a similar action should be taken. Send the revisions and make sure the utility company receives them.

SECOND MOVE POLICY

After the utilities are sent copies of the plan stamped "Approved For Design of Utility Adjustments" (or for TRANS 220 projects Form DT1078 Project Plan Transmittal), the DOT may be responsible for any cost incurred by the utility caused by changes to the highway improvement design. This is commonly called our Second Move Policy. The purpose of the policy is to encourage utilities to relocate early rather than waiting until our plans are published for bidding. The policy eliminates the utility having to relocate twice at its own expense because of late changes in the design. It is best to have utilities relocated prior to construction and this policy helps achieve that goal.

Typically, the plans and cross sections are sent to the utilities six to ten months prior to the PS&E Submittal date. Therefore, it is imperative that the Designer notifies the Utility Unit as soon as possible of **any changes** made after these plans have been sent. If notified immediately, it may be possible to inform the utility prior to their final design, in which case there would probably be no additional cost to DOT.

The Second Move Policy applies only to STH projects and other projects where no local funds are involved.

Wisconsin Department of Transportation

December 20, 1997

Alex Thagunna
Namaste Energy
501 Nepali Way
GREEN BAY, WI 54704

Dear Mr. Thagunna:

RE: UPDATE ON		UPDATE ON
Project 3070-02-00	and	Project 3070-02-01
USH 12-Tihar Road		Chakra Street, Delafield
STH 67 Waukesha County		(Eldora Lane-Marsh Rd.)
		STH 67 Waukesha County

This is to inform you that the proposed 1995 construction of the two projects listed above is being delayed to 1996. This delay will allow the Village of Delafield time to complete their sanitary sewer construction before the highway construction takes place. Also, it will allow the State extra time to reach an understanding with business and residential landowners from whom we will be acquiring right of way, as well as provide additional time to deal with the environmental issues related to a buried fuel oil tank on the project.

However, both of these projects will be let for construction in late 1995, making them among the first projects to be constructed in the spring of 1996. Therefore, we would like all utility companies to continue on their present schedule, with all conflicting utility lines relocated in 1995. We are notifying you of this change so that you may prioritize your scheduling accordingly.

Questions regarding this project can be directed to me at (608)-246-3853, or to the Project Designer, Ernest J. Peterson, at (608)-246-7915.

Sincerely,

Eric M. Wilson, PCV
District 1 Utility Coordinator

Wisconsin Department of Transportation

August 10, 2004

Palmyra Municipal Water Utility
Attn: Dustin Brunette
PO Box 380
Palmyra, WI 53156

TRANS 220 Revised Project Plan Transmittal

Dear Mr. Brunette,

RE: DESIGN PROJECT 3577-00-44 **UPDATE**
Palmyra - STH 106 Road
STH 135 Jefferson County

The construction project limits for the above project have been changed. This project, which is scheduled for construction in 1996, will now begin 250 feet north of Airport Road at Station 30+00, rather than at Station 12+00 as we stated in our May 3, 1994 letter. There will now be no highway construction in the Village of Palmyra. This means that the Village will not need to relocate or adjust any of their sanitary sewers, storm sewers or water mains that are currently located between Station 12+00 and Station 30+00.

As we wrote in our May 3, 1994 PROJECT PLAN TRANSMITTAL LETTER, the Village has a manhole and a water meter at Station 30+00, left, which serves the airport and which still need to be relocated. Because these facilities lie within the existing right of way, no portion of the costs for relocating them will be reimbursable.

I have enclosed the revised plan sheets for this project. Please note that the major change is the beginning of the project. A few other minor changes are highlighted in pink on the plan sheets. **In order to be in compliance with TRANS 220, you must sign and return the enclosed "REVISED Project Plan Transmittal Form DT1078" and you must submit a revised Utility Work Plan to our office by October 15, 1994.** I have attached a "Utility Worksheet" form to assist you in providing us with the necessary information. If this change does not affect your Utility Work Plan, you may return a copy of this letter along with a note indicating there is no change.

Questions regarding this project can be directed to the Utility Coordinator for this project, Barb Polce at (xxx)-xxx-xxxx, or the Project Designer, Ben Heninger, at (xxx)-xxx-xxxx.

Sincerely,

Ernest J. Peterson, P.E.
District 1 Project Manager

Wisconsin Department of Transportation

Wisconsin Gas Company
Attention: Mark Vidas
P.O. Box 789
Wisconsin Rapids, WI 54494

Dear Mr. Vidas,

RE: Project I.D. 6040-02-00 **UPDATE**
Portage - East County Line Road
(STH 22-CTH SS)
STH 33 Columbia County

There has been a change in the design of the above project that will affect Wisconsin Gas Company (WGC) facilities in the Village of Marcellon. In order to adequately handle the drainage in Marcellon, a storm sewer system has been added to the plan. This system will run from Station 224+35 to Station 235+00. The trunk line will be 18 feet left of the centerline. Inlets will be located on both sides of the road in the curb and gutter at Stations 227+15, 230+00, 232+80, and 234+00. There will also be inlets on Highway 44 at Station 61+20 left and 63+55 right. Depending on the depth of WGC's 6-inch gas main, the laterals going from the trunk line to the inlets may conflict with WGC's main that runs parallel to Highway 33.

The flat terrain and high water table limit what we can do to avoid any conflicts. Please use the enclosed plan sheets to determine what course of action is necessary, and what impact that will have on your Utility Work Plan. We have marked the new storm sewer, and other plan changes in pink highlighter.

In order to be in compliance with TRANS 220, you must sign and return the enclosed “REVISED Project Plan Transmittal Form DT1078” and you must submit a revised Utility Work Plan to our office by October 15, 1994. I have attached a “Utility Worksheet” form to assist you in providing us with the necessary information. If this change does not affect your Utility Work Plan, you may return a copy of this letter with a note indicating there is no change.

Questions regarding this project can be directed to the Utility Coordinator for this project, Alyssa Brokaw, at (xxx)-xxx-xxxx, or the Project Designer, Brian Pagel, at (xxx)-xxx-xxxx.

Sincerely,

Ernest J. Peterson, P.E.
District 1 Project Manager

Chapter 13

PS&E PLAN REQUIREMENTS

GENERAL NOTE

A general note regarding utilities is required on every plan. The general notes are shown on the first Typical Section page. ([Procedure 15-1-15](#) of the FDM) The most commonly used notes are listed below:

Most projects will use this note:

-The locations of existing and proposed utility installations as shown on the plans are approximate. There may be other utility installations within the project area that are not shown.

If there are no utility facilities in the project area, use this note:

-There are no known utility facilities within the project area. However, it is the contractor's responsibility to confirm this.

On some types of projects the utility facilities are not shown on the plan, then use this note:

-There are utility facilities within the project area that are not shown on the plans. The contractor shall coordinate his construction activities with a call to Diggers Hotline and/or a direct call to the utilities that have facilities in the area. Not all utilities are members of Diggers Hotline.

For landscaping and signal projects, use the following note in addition to one of the above notes:

-The Engineer shall adjust the locations of items under this contract to avoid conflict with the existing utility facilities.

CONTACT PEOPLE

A contact person, with a mailing address and phone number, must be provided for every utility with facilities within the project limits. The contact person for construction activities is not necessarily the same person the Designer deals with during the design process. Many utilities have separate design and construction sections. The construction contact person should be shown on the plan. Some utility companies request that all plans be sent to one central contact person and that another person be contacted for problems during construction. If this is the case, show the name where the plans are to be sent on the contact page, and have the construction contact person and phone number listed in the "utility" special provisions. It is also permissible to have two contact people listed on the plan. One contact could be noted as "Send all correspondence to:" and the other contact could be noted as "Construction Field Contact". (See examples in [Figure 13-4](#))

A variation of this is when a utility company states something like "John Doe should be contacted after the pavement is removed so that the service connections can be adjusted." If John Doe's only responsibility on the project is to make the service connections, John

Doe should be listed in the Special Provisions stating that he should be contacted at the specified time, but John Doe should not be listed on the plan because his role is limited to the service connections.

The proper way to handle the contact person on the plan depends on the utility involved and the situation. If you are not sure how to handle the Contacts on your project, consult with the District Utility Coordinator, who should be familiar with how each utility company functions.

There are two formats that can be used to show the contact people on the plan. (See examples in [Figures 13-2](#) and [13-3](#)) This information should be shown on the first Typical Section page. ([Procedure 15-1-15](#) of the FDM)

A mailing address is important to Construction Section personnel so that invitations to the Pre-Bid meeting, Pre-Construction Meeting, and any other meetings can be sent to the appropriate person at the utility. **If the utility has a Post Office Box, list the P.O. Box number on the line directly above the city and state.** The U.S. Postal Service delivers mail to the address that is on the line directly above the City and State. Mail will usually be delivered to a P.O. Box sooner than a street address because it doesn't have to leave the Post Office.

CAUTION: Zip codes for P.O. Boxes are sometimes different than the zip code for the street address. To assure prompt delivery, you must have the correct zip code. Consult a Zip Code Directory if you are uncertain about the zip code. P.O. Boxes are listed in the directory at the beginning of the street names for a city.

The Designer or Utility Coordinator should ask the utility to provide the contact information in the "Utility Work Plan" when sending the TRANS 220 Form DT1078 "Project Plan Transmittal" letter. (See [Chapter 10](#)) For non TRANS 220 projects, this information should be requested in the letter to utilities that accompanies the plans.

For landscaping and signal plans where the proposed facilities will be adjusted in the field to avoid utility conflicts, the only utility contacts that need to be listed are Diggers Hotline and any utilities that are not members of Diggers Hotline. The contractor will need to have buried facilities located and a call to Diggers Hotline will accomplish that for member utilities.

If you don't know whether the affected utility companies are members of Diggers Hotline contact either the District Utility Coordinator or the utility company itself.

DIGGERS HOTLINE

The **Diggers Hotline** phone number and logo should be included with the list of utility contact people. (See [Figure 13-1](#)) On the list of utility contact people, the utilities that are **NOT** members of Diggers Hotline should be noted. (See examples in [Figures 13-2](#) and [13-4](#))

PROJECTS WITH DOT-OWNED FACILITIES

On projects where there are DOT-owned or maintained signals, lighting, or other facilities the District Traffic Section should be listed as a contact. Check with them for the appropriate person and phone number to list in the plan.

PLAN SHEETS

The information placed on the plan sheets, plan and profile sheets, and on intersection detail sheets, will vary depending on the nature of the project. The intent is to provide the contractor, and the utility, with sufficient information to be able to determine the extent of possible conflicts. An urban reconstruction project will require more detail than a signing project.

All utility facility location information shall conform to Quality Level B or Quality Level A as defined in the "American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02". Briefly, Quality Level B means that all utility location information must be field located. Quality Level A means that horizontal and vertical location as well as facility size and type information must be provided by exposing the structure and collecting the data. See the ASCE Standard Guideline document for additional detailed information on data quality levels.

Generally, **all utility facilities should be shown on the plan sheets** and/or plan and profile sheets. ([FDM 15-1-35](#))

The utility facilities should be labeled with the Company's name at least once on each page of the plan when there is more than one utility company with that type of facility. For example, if there are two companies with telecommunication facilities on a project, each page of the plan should be labeled to indicate which company owns which line. This helps the construction crews and the contractor know which utility they are dealing with in each area. The FDM Procedure 15-1-35 requires this.

Resurfacing and Reconditioning projects may show utilities only where grading activity will occur. This is generally at intersections, and areas where ditching is planned to take care of a drainage problem. However, remember that even on rural resurfacing projects, there will probably be holes augered for beam guard posts, sign posts, etc.

Reconstruction and Expansion projects should show all utilities throughout the project. Intersection details and other construction details should also show utilities. There may be cases where showing utilities on details will only lead to confusion and clutter. In this case, it is acceptable to not show the utilities on the details. However, as a rule, **utilities should be shown on construction details** because it often helps to clarify potential conflicts and affects the safety of the construction crews.

On signing plans, and other plans that show only large-scale plan views; it is permissible to omit showing the locations of utility facilities. In this case, the appropriate General Note and Special Provisions must be included in the plan.



Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

This logo can be downloaded from the Diggers Hotline website at
www.diggershotline.com/download.htm

UTILITIES

CABLE TELEVISION

PEOPLE'S BROADBAND COMMUNICATION SYSTEMS **

TOM SANDERSON

P.O.BOX 1

RANDOLPH, WI 53956

414-326-5859

COMMUNICATIONS

VERIZON NORTH INC.

JOSHUA DUESTERBECK

2222 WEST DELAVAN DRIVE

PORTAGE, WI 53901

608-728-9511

ELECTRIC

ADAMS-COLUMBIA ELECTRIC CO-OP

MARTIN HILLERT

401 EAST LAKE ST

P.O.BOX 70

FRIENDSHIP, WI 53934-0070

608-339-3346

OIL

A.N.R. PIPELINE COMPANY

ERNEST HINTZE

516 BARNES STREET

P.O.BOX 25

STEVENS POINT, WI 54481

715-344-2772

** DENOTES UTILITIES THAT ARE **NOT** DIGGERS HOTLINE MEMBERS

WisDOT GUIDE TO UTILITY COORDINATION

UTILITY/MUNICIPALITY TYPE	ADDRESS	CONTACT	UTILITY
ALLIANT ENERGY ELECTRIC	1000 MAIN STREET	GARY QUADE	
	DUBUQUE, IA 52004-0769	319 584 7395	
	N1915 STATE HIGHWAY 69 MONROE WI 53566-9777	STEVE LARSEN 608 328 5339	
FERRELL GAS GAS/PROPANE	N3116 UTILITY LANE	LESTER JOHNSON	
	MONROE WI 53566	608 328 8131	
CHARTER COMMUNICATIONS TV	1348 PLAINFIELD AVENUE	GARY ANDERSON	CABLE
	JANESVILLE WI 53547	608 754 3644 X307	
		GREG RIPP 608 754 1974	
CITY OF MONROE SANITARY SEWER	PO BOX 200	NATE KLASSY	
	MONROE WI 53566	608 325 4101	
WATER			AND/OR
TDS TELECOM – MONROE COMMUNICATIONS	827 16 TH AVENUE	DENNIS PICKETT	
	MONROE WI 53566	608 328 5238	
WISCONSIN GAS COMPANY	1251 WEST MAIN STREET SUN PRAIRIE WI 53590	AL ZWICKER 608 825 8531	GAS

COMMUNICATIONS

VERIZON NORTH
JASON VOGEL, WIAOJ
1000 COMMUNICATION DR
P.O.BOX 49
SUN PRAIRIE, WI 53590
608-837-1633

CC: ROGER GOTTSHALL
301 WEST DIVISION STREET
DODGEVILLE, WI 53533
608-935-2387

ELECTRIC

HARPER VALLEY ELECTRIC COOPERATIVE ASSOCIATION, INC. **
BRIAN PAGEL
112 N RANDALL ST
P.O.BOX 1758
JANESVILLE, WI 53547
608-752-4550

CC: PAUL PETERSON @ THE SAME ADDRESS AND PHONE NUMBER

ELECTRIC/GAS

ALLIANT ENERGY

Send all correspondence to:

JIM PALZKILL
P.O.BOX 192
MADISON, WI 53701
608-252-3456 OR 800-862-6222

Construction Field Contact:

RICK SCHIEFELBEIN
2700 GMAC DRIVE
P.O.BOX 839
JANESVILLE, WI 53547-0839
608-757-7517 OR 800-862-6222

** DENOTES UTILITIES THAT ARE **NOT** DIGGERS HOTLINE MEMBERS

Chapter 14

PS&E SPECIAL PROVISIONS

GENERAL

The purpose of the Special Provisions is to provide the contractor with information regarding utility conflicts that will be helpful during his bidding on, planning of, and scheduling for the proposed improvement project. The Special Provisions will alert them to any utility coordination that will be required during construction, and any delays that may be caused by a utility during the prosecution of the project.

Faulty or incorrect information in the Special Provisions has been the cause of claims for additional compensation to the contractor when a utility's operations affected the highway contractor's prosecution and progress on a project by causing unexpected delays or increased costs.

The Special Provisions must be written based on information provided by the utility company. It is not acceptable to create special provisions without contacting the utility company. A highway designer may not make commitments on behalf of the utility company.

The words **SHALL** and **WILL** must be used properly within the special provisions. When discussing the utilities, the word WILL should be used. When discussing the highway contractor, the word SHALL should be used. We have control over the highway contractor, and we can force him to do things. Thus, the use of the word SHALL is justified. However, we have no direct control over the actions of the utility. We don't have a contract with them. Thus the use of the word WILL is justified.

Sometimes, it is necessary to re-contact the utility just prior to PS&E submittal to verify their relocation plans. This is especially true on complicated projects, or on projects where the last written correspondence was several years ago.

WHAT IS NEEDED

The Utilities Special Provision provides information regarding the utility facilities in the project area and the anticipated status of utility work at the time of construction operations under the contract. Each utility facility requiring alteration or relocation shall be addressed separately and each entry shall include the following information: ([EDM 19-15-25](#))

-Name of utility

-Type of facility (2" gas main; overhead power line; buried telephone cable; etc.)

-Location of facilities (from Station 10+00 to Station 30+00 left; on the east side of STH 19 throughout the project; crossing STH 19 at Station 15+25; etc.)

-Location of conflicts

-Corrective action by utility (lower gas main; relocate 10 feet right; etc.)

-Anticipated timing of utility operations (prior to the start of construction; by June 15; during construction; etc.)

This Special Provision shall include all utility work scheduled for completion either before or during construction as well as utility work which is dependent upon the contractor's operations.

If there are utility facilities in the project area, but no adjustments are required, a brief statement with a listing of the utility companies will be sufficient.

If there are no known utility facilities within the project area, provide a brief sentence stating this.

Be specific. Instead of "All utilities will be relocated in coordination with construction operations", use "Footville Telephone Company will relocate approximately 2,000 feet of underground cable between Station 20+00 and Station 40+00 in coordination with construction operations under this contract."

However, don't be too specific. Use of specific dates and time frames is not encouraged, unless necessary. (This may be necessary on complex projects or TRANS 220 projects that will have some utility work performed during construction.) We need to give information, but not be misleading, in case the utility has problems with performance. For example, say "It is anticipated this work will take approximately 14 working days", instead of "This work will take 14 days."

TRANS 220 PROJECTS

The special provisions for all projects must state whether or not the project is covered by TRANS 220. The Designer should ask the Utility Coordinator for this information. If it is a TRANS 220 project, the following paragraphs must be included in the special provisions:

This project does come under the provisions of Administrative Rule TRANS 220.

*Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations the contractor shall provide the project engineer and the affected utility a good faith notice of when the utility is to start work at the site. The notice shall be given 14 to 16 calendar days in advance of when the contractor expects to complete the prior work and the site will be available to the utility. The contractor shall follow up with a confirmation notice to the project engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work. ***

** This paragraph should only be used when utility work is being done during the highway construction project. If all relocations are to be completed prior to the beginning of the highway construction, this paragraph should be omitted. These notification requirements are dictated by TRANS 220 and may not be modified.

If it is NOT a TRANS 220 project, the following sentence must be included in the special provisions:

This project does not come under the provisions of Administrative Rule TRANS 220.

On TRANS 220 projects, the Special Provisions should be very clear on what, if any, coordination is required during highway construction operations. For example, "**the gas main between Station 10+30 and Station 18+60 will be lowered no later than 10 working days after the grading has been done in that area.**" Another example would be "**the water main and services will be lowered within one week after the concrete pavement has been removed**". We should give the bidder as much information as possible regarding the timeframes of utility work that will take place during the highway construction project.

PERMIT INFORMATION

Some district Project Development Section construction people have requested that the following statement be placed in the special provisions for all State Trunk Highway projects that require utility relocation.

Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the District Office during normal working hours. Contact the District X Utility Permit Coordinator at (XXX)-XXX-XXXX.

Check with the District Utility Coordinator to determine if this wording is appropriate for your project. See Chapter 2 of this Guide for a listing of District Utility Coordinators.

GENERAL GUIDELINES FOR WRITING SPECIAL PROVISIONS

The intent of the Special Provisions is to provide useful, accurate information to the contractor. The level of detail provided should be consistent with that intent. Tell the contractor everything he needs to know. No more, no less.

Do not reiterate standard specifications, state statutes, or other standard contract language.

If previous projects are used as a guide, make sure that the provisions are not out-dated and that they are edited to apply to the current project.

Avoid indefinite phrases such as "may or may not be in conflict". Remember a bidder has to estimate a price based on the amount of work and time required.

Special Provisions should be clear, concise and specific. Lengthy and/or flowery language is undesirable in a specification. Within reason, the fewer words there are, the fewer misinterpretations there will be.

Special Provisions should specify only what the contract requirements are, not why they are that way.

CURB AND GUTTER CLEARANCE RESTRICTIONS

Contractors have been complaining when there is less than 3 feet of clearance between the back of curb and any above ground OR buried utility facility. Some curb and gutter paving machines require about a 3 foot clearance. There have been times when buried facilities have been in conflict with the paving machine because the contractor has had to excavate to a depth below ground that uncovers the cable or pipe, or reduces the cover over the cable or pipe to an insufficient depth for safety reasons. Therefore, anytime you have less than 3 feet of clearance between the back of curb and the utility facility, a note stating this should be included in the special provisions.

SAMPLE SPECIAL PROVISIONS

For a "TRANS 220 project" AND "utility relocations will be done DURING highway construction":

Utilities.

This project comes under the provisions of Administrative Rule TRANS 220. Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations the contractor shall provide the project engineer and the affected utility a good faith notice of when the utility is to start work at the site. The notice shall be given 14 to 16 calendar days in advance of when the contractor expects to complete the prior work and the site will be available to the utility. The contractor shall follow up with a confirmation notice to the project engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the District Office during normal working hours. Contact the District 1 Utility Coordinator at (608)-246-3874.

Wisconsin Gas Company has a 6-inch gas main along USH 14 from Station 5+00 to Station 30+75 left, and a 2-inch main that crosses Freistadt Road at Station 14+05. The 6-inch main will be lowered from approximately Station 13+00 to Station 17+00 after the grading work has been done in this area. This work is expected to take 5 working days.

Ameritech, Inc. has underground cable throughout the project on the east side of USH 14. They will be relocating and lowering a telephone pedestal in the slope easement at Station 15+68 right. They expect to complete this work by May 1, 1995.

Sanitary District No. 4 has a 36-inch sanitary sewer along USH 14 from Station 10+00 to Station 35+00. Five manholes must be adjusted to match the new pavement. This will be done concurrently with construction operations under this contract. The contractor shall coordinate his operations with the Sanitary District.

Wisconsin Power and Light has overhead power poles along USH 14 from Station 8+00 to Station 25+00 on the right, and from Station 25+00 to Station 37+00 on the left. No conflicts are anticipated.

For a "TRANS 220 Project" AND "utility relocations will be done PRIOR TO construction":

Utilities.

This project comes under the provisions of Administrative Rule TRANS 220.

Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the District Office during normal working hours. Contact the District 1 Utility Coordinator at (608)-246-3874.

Adams Columbia Electric Co-op. (ACE) has power poles and overhead line throughout the project. ACE will replace the overhead lines with new buried electric cable outside of the construction limits prior to May 15, 1995.

ANR Pipeline Co. (ANR) has a 12-inch gas main crossing at Station 149+68. ANR will extend the casing on both sides of the road, install a vent on the south side of the road, and extend the vent on the north side of the road prior to February, 1995.

For a Non-TRANS 220 Project:

Utilities.

This project does not come under the provisions of Administrative Rule TRANS 220.

Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the District Office during normal working hours. Contact the District 1 Utility Coordinator at (608)-246-3874.

GTE North, Inc. has buried cable on the south side of STH 23 from.....

When NO utility relocations are required:

Utilities.

The following utility companies have facilities within the project area; however, no adjustments are anticipated:

Madison Gas & Electric Co.

GTE North, Inc.

TCI Cablevision

When utility relocations are done several years prior to construction, prior to the PS&E submittal:

The following utility companies relocated their facilities in 1998:

Alliant Energy Company

Ameritech Inc.

Big Cat Cable TV

When there are no utility facilities within the project area:

Utilities.

There are no known utility facilities within the project area.

When there is less than 3 feet of clearance behind the Curb and Gutter:

From Station 110+45 to Station 115+00 there is less than 3 feet of clearance between the back of curb and the utility poles. The poles will not be moved. The contractor shall work around these poles.

For Landscaping, Signal or other similar projects:

Utilities.

This project comes under the provisions of Administrative Rule TRANS 220.

The following utilities have facilities within the project area; however, no adjustments are anticipated: Alliant Energy Company; Madison Gas & Electric Company; GTE North Inc.; and TCI Cablevision.

The contractor shall have all buried utilities field located prior to the start of construction. The engineer may alter the locations of material being installed under this contract to avoid conflicts with existing utility facilities.

When the utility coordination for a project is being done under another project (e.g. a signal installation contract where the bases and conduit were placed under a different project):

Utilities.

All utilities at these intersections are being coordinated under the reconstruction project 5255-03-71. There are no other conflicts with utilities for this project.

For culvert replacement projects and similar projects where it is not possible to coordinate utility relocations prior to construction:

Utilities.

The contractor shall have the utilities field located prior to beginning any work. The nature of this work prohibited resolving any utility conflicts prior to construction activities. The contractor is responsible for coordinating any utility relocation or adjustment that may be necessary to accomplish the work of this project. The utility companies involved are:

Sites 1,2, and 3 - Alliant Energy, Verizon, Charter Communications
Sites 4 and 5 - Alliant Energy, Ameritech, Wisconsin Gas
Sites 6, 7, 8 and 9 - Wisconsin Electric, Midwest Telephone
etc."

NOTE – If you know that all the utilities are members of Diggers Hotline, instead of "The utility companies involved are:", the following sentence may be used: "All of the utility companies with facilities in the project work areas are members of Diggers Hotline."

Sometimes it is difficult to explain the utility conflicts and their proposed resolution in a text format. It is permissible to list the facility location and conflict information in a list format, or a table:

Utilities.

This project comes under the provisions...

Ameritech, Inc. has the following facilities in the project area:

1. The existing buried cable from Station 324+00 to Sta. 337+35 (LT) is not in conflict.
2. The USH 51 crossing at Sta. 337+35 is in conflict and must be relocated after the contractor has completed the cut in this area. The contractor shall coordinate his work operations with Ameritech.
3. A new buried cable will be installed outside of the construction limits from Sta. 337+35 to Sta. 343+00 (LT). The existing cable will be removed.
4. The buried crossing at Sta. 339+70 is not in conflict.
5. Telephone pedestal at Sta. 349+80 (RT) will be raised prior to construction.
6. New buried cable crossing Terrington Road at Sta. 21+75 "T". The existing crossing at Sta. 22+50 "T" will be abandoned.
7. New buried cable along the vision corners at the Terrington Road intersection. The existing cable, 30 feet from the centerline, will be abandoned.
8. Existing cable on the east side of USH 51 from Sta. 377+50 to Sta. 393+00 will be abandoned.
9. Nine telephone poles between Sta. 393+50 and Sta. 403+75 will be removed and replaced with a buried cable near the R/W line.
10. A new buried crossing at Sta. 409+75 will be installed.....etc.

When there are two or more project I.D.'s:

Utilities.

This project comes under the provisions of Administrative Rule TRANS 220.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations the contractor shall provide the project engineer and the affected utility a good faith notice of when the utility is to start work at the site. The notice shall be given 14 to 16 calendar days in advance of when the contractor expects to complete the prior work and the site will be available to the utility. The contractor shall follow up with a confirmation notice to the project engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the District Office during normal working hours. Contact the District 1 Utility Coordinator at (608)-246-3853.

Project 1445-00-71

Black Earth Telephone Co. has buried cable...

Cross Plains Electric has overhead facilities on the right from the beginning of the project at Station 203+00 to the end of the project at Station 351+00. There are ...

Project 1445-01-73

Cross Plains Electric has overhead facilities on the right from the beginning of the project at Station 351+00 to Station 420+50. Relocation of the pole line from Station 375+00 to ...

Star Cablevision has cable attached to Cross Plains Electric poles. This cable will be removed from the power poles within 5 working days after Cross Plains Electric, or the contractor, notifies Star Cablevision.

There are times when unusual circumstances require detailed coordination with the contractor. The following is one example:

Utilities.

This project comes under the provisions....

Madison Metropolitan Sewerage District (MMSD) - MMSD's sanitary sewer main requires no relocation. The relocated highway will cross over two sections of sewer main and place substantial loadings over a third section, requiring adjustments as follows:

- 1) Between Stations 55+20 and 58+00 MMSD will raise the manhole at Station 55+30 approximately nine feet, prior to construction. Final adjustments will be the responsibility of the contractor. The contractor shall not stockpile fill over the pipe above the proposed grades.
- 2) Between Stations 70+10 and 73+10, cuts will reduce the amount of cover over the pipe and will require lowering of a manhole at Station 19+85 approximately six inches. MMSD will do this work prior to construction. The contractor must field verify the location and depth of the pipe in this shallow section. Additional protection requirements of the pipe in this area are discussed elsewhere in these Special Provisions.
- 3) At Station 91+40 (an area requiring excavation below subgrade), a maximum of 11 feet of fill will be located on the east side of existing USH 51.

The contractor is responsible for any excavation and replacement of soil needed to provide support for contractor activity near this pipe. Hand excavation is required immediately adjacent to the top of the force main at approximately elevation 850.0.

UTILITY RELATED SPECIAL PROVISIONS

Listed below are several special provisions that have been used on past projects and may be of interest to the Designer. The Designer should determine whether or not these specials are appropriate to your specific project, or whether they should be modified to fit the project. We provide them here merely as examples. This section will be expanded as time goes on.

Utility Line Openings, Bid Item XXXXX (Note to Designers: In 1995 the bid price for this item was \$300 each.)

A. Description. This work consists of excavating to uncover utilities for the purpose of determining elevation and potential conflict. It shall be performed as shown on the plans or as directed by the Engineer in the field.

The excavation shall be done in such a manner that the utility in question is not damaged, and the safety of the workers is not compromised.

The utility line openings (ULO) shall be performed as soon as possible and at least three (3) days in advance of proposed utility or street construction to allow any conflicts to be resolved with minimal disruption. Where utility facilities are within six (6) feet of each other at a proposed storm sewer crossing, only one (1) ULO shall be called for. In these cases, a single ULO will be considered full payment to locate multiple utilities.

All ULO's shall be approved by the Engineer.

B. Method of Measurement. Utility Line Openings shall be measured by the unit.

C. Basis of Payment. Utility Line Openings, measured as provided above, shall be paid for at the contract unit price each, which price shall be full compensation for the excavation required to expose the utility line, backfilling with existing material, compacting the backfill material and restoring the site, and for all labor, tools, equipment and incidentals necessary to complete the work.

Locate Sanitary Sewer, Bid Item XXXXX.

A. Description. This work consists of excavating to uncover and determine the exact location of the sanitary sewer crossing at Station 176+40 or as directed by the engineer.

The work shall be done in accordance with State Statute 182.0175 (Damage to transmission facilities) and in such a manner that the sanitary sewer is not damaged and the safety of the workers is not compromised.

B. Basis of Payment. Locating Sanitary Sewer will be paid for at the contract lump sum price, which price shall be full compensation for all labor, equipment, materials and incidentals necessary to complete the work.

Sanitary Manhole Reconstruct, Bid Item XXXXX.

A. Description. The work for this item shall conform to Section 611 and further include removal of the top cone section (concentric) and replacing it with an offset cone section (eccentric) in a manner to place the casting in the terrace and out of the proposed curb and gutter, if possible. The offset cone section shall be included in the price. Refer to the Standard Details for "Manholes Type 1." Work under this item shall be in accordance with the provisions of Section 611 of the Standard Specifications.

B. Method of Measurement. Sanitary Manhole Reconstruct shall be measured as a single unit, complete in place, excepting the casting that shall be paid for separately as Salvaged Castings, Bid Item 61197.

C. Basis of Payment. Sanitary Manhole Reconstruct shall be measured as above and paid for at the contract price each, which shall be full payment for all labor, materials and incidentals required to complete the work as described above.

Directional Boring

Normally, the costs of exposing utility facilities for safety reasons during directional boring construction operations is borne by the contractor and is incidental to the item of directional boring. However, there may be times when the number of places where the necessary exposure is excessive, and in that case, a bid item may be included in the contract to pay for this work separately. This is in keeping with our normal policy of identifying and paying for items that are often incidental to construction operations if the amount of anticipated work is excessive, or uncertain.

For Directional Boring when the amount of boring is relatively minor add this wording to the special provisions:

In locations where directional boring is called out in the plans, and locations where the contractor decides to perform directional boring, it is the contractors responsibility to follow all safety measures, including the exposure of all gas lines and high voltage electric lines when directional boring under or over them. This does not exclude exposure of other sensitive utility installations.

For Directional Boring when the number of locations that require exposure is excessive, use these special provisions:

Locate Existing Utility, Item xxxxx

A. Description. Work under this item shall consist of locating existing utilities under paved surfaces, providing for both lateral and depth dimensions for use under Item xxxxx, Conduit, 3-inch, Directional Bore, and Item xxxxx, Multi-Cell Conduit, 4-inch, Directional Bore, and restoring the pavement.

B. Materials. Materials required for this item shall include all base course and pavement (asphalt and/or concrete) as required to restore the site to its original condition. The materials shall conform to the pertinent sections of the Standard Specifications.

C. Construction Methods. The Contractor shall remove pavements, alleys, or driveways, including all surfaces or other pavements superimposed thereon and base course or soil to the top of the utility being located. The Contractor shall core a nominal 6-inch diameter (or square) hole by conventional construction methods, or by the use of commercially available machinery designed for this application.

Lateral and depth measurements in feet and inches shall be performed and provided to the Engineer prior to the directional bore taking place.

Upon completion of the utility location, the roadway shall be restored in the following manner. Crushed aggregate base course shall be installed from the bottom of the core exposed to the bottom of the pavement. Concrete pavement and asphaltic surface shall be placed to the dimensions as found in the existing roadway.

D. Method of Measurement. Locate Existing Utility shall be measured by the unit per each utility location.

E. Basis of Payment. Locate Existing Utility, measured as provided for above, shall be paid for at the contract price each, which price shall be payment for all pavement saw-cutting; for pavement removal; for all excavation; for location of the utilities; for documentation of utility lateral and depth information to the Engineer; for all concrete, asphaltic surfaces, base course and soil required to restore the site to its original condition; and for all labor, tools, equipment, transportation, and incidentals necessary to complete this item of work.

Expose Existing Utility, Item xxxxx

A. Description. Work under this item shall consist of exposing existing utilities under paved surfaces, providing for both lateral and depth dimensions for use under Item 90030B, Conduit, 3-inch, Directional Bore, and Item 90030E, Multi-Cell Conduit, 4-inch, Directional Bore and restoring the pavement. In addition to providing the required dimensions, the utility shall remain exposed during the directional bore process, allowing for visual assurance that all required utility clearances are met.

B. Materials. Materials required for this item shall include all base course and pavement (asphalt and/or concrete) as required to restore the site of the utility exposure to its original condition. The materials shall conform to the pertinent sections of the Standard Specifications.

C. Construction Methods. The Contractor shall remove pavements, alleys, or driveways, including all surfaces or other pavements superimposed thereon and base course or soil to a minimum depth of 18-inches below the bottom of the utility being exposed.

When removing pavement, the Contractor shall either remove the pavement to an existing

joint, or saw and chip to a true line with a face perpendicular to the surface of the existing pavement. Drainage shall be maintained in accordance with Subsection 205.3.2 of the Standard Specifications.

Lateral and depth measurements in feet and inches shall be performed and provided to the Engineer prior to the directional bore taking place.

The utility shall remain exposed and available for visual inspection until the completion of the directional bore. If the utility shall remain exposed overnight, or for prolonged periods of time, the Contractor shall be responsible for traffic protection in the form of traffic rated steel plating or as otherwise directed by the Engineer.

Upon completion of the utility exposure, the roadway shall be restored in the following manner. Crushed aggregate base course shall be installed from the bottom of the excavation to the bottom of the pavement. Concrete pavement and asphaltic surface shall be placed to the dimensions as found in the existing roadway.

D. Method of Measurement. Expose Existing Utility shall be measured by the unit per each exposure. Should multiple utilities be located within the same exposure area, this occurrence shall be measured as one unit.

E. Basis of Payment. Expose Existing Utility, measured as provided for above, shall be paid for at the contract price each, which price shall be payment for all pavement saw-cutting; for pavement removal; for all excavation; for location of the utilities; for documentation of utility lateral and depth information to the Engineer; for all items required to maintain the site during the directional bore process, including all traffic protection and traffic rated steel plating; for all concrete, asphaltic surfaces, base course and soil required to restore the site to its original condition; and for all labor, tools, equipment, transportation, and incidentals necessary to complete this item of work.

Chapter 15

UTILITY STATUS REPORT

GENERAL

The Utility Status Report is intended to summarize the status of utility coordination on each project being submitted for letting and to report on the status of compensable utility work. On State Trunk Highway projects, the District Utility Unit can provide the Designer with the necessary utility parcel information.

The Utility Status Report (USR) is a required part of the PS&E package. It is a two-part document. The first part is the USR form. The second part is the Utilities section of the Special Provisions portion of the PS&E, which must be attached to the USR form. (FDM procedures [18-10-40](#) and [19-10-40](#))

The USR should be submitted to the District Utility Unit at least two (2) weeks prior to the PS&E submittal date. Check with the District Utility Coordinator for more specific guidance on the timing and requirements for their review of the USR.

On highway projects sponsored by a county, municipality, or other local unit of government (Local Projects), the utility coordination is handled by the local unit of government or by their consultant. The District Utility Unit has no involvement with these projects, other than to review the PS&E documents. It is the responsibility of the Designer to ensure that the USR is filled out correctly for local projects.

All utility companies which have facilities within the project which may potentially conflict with the contractor's operations, whether or not relocation is required, should be identified in the USR and discussed in the Utilities special provision.

HOW TO FILL THEM OUT

The Utility Status Report is form [DT1080](#). This form is set up to automatically go to each item that must be filled out. Contact the District Utility Coordinator for additional information on obtaining a copy of this file. (See [Chapter 2](#) of this guide for a list of District Utility Coordinators.)

The USR should be filled out using the following instructions, and referring to [Figure 15-1](#). The letters below refer to the corresponding letter on the form shown in Figure 15-1.

- A. The date the USR is signed or submitted.
- B. Construction Project I.D. for the project(s) covered by this document. There can be multiple ID's on one form.
- C. County in which the project is located.
- D. FHWA Project I.D. if known.
- E. The STH, USH or IH number; CTH letter; TOWN; or LOCAL. The designations "LOCAL" and "TOWN" are appropriate for roads that are not part of the State or County highway system.
- F. The name of the District Director and the number of the District in which the project is located.

- G. The Design Project I.D. for the project.
- H. The name of the road. This is the TITLE of the project in the FIIPS system. Some examples are "Dodgeville-Spring Green Road", "USH 14-USH 12 Road", and "CTH F-Old Mill Creek Road".
- J. The date the plat was signed or revised. (If applicable, if there is no plat, put "N/A" in this box).
- K. The R/W Project I.D. for the plat. (If applicable, if there is no plat, put "N/A" in this box.)
- L. The project limits. This is the LIMITS of the project in the FIIPS system.
- M. The date the PS&E is to be submitted to Central Office.
- N. The scheduled letting date.
- P. Utility company name may be abbreviated, (WP&L, NSP, WEPCO, etc.). This area should list the names of **ALL** the utility companies that are shown on the plan sheets.
- Q. Type of utility facility. (Electric, Gas, Water, San Sewer, etc.)
- R. Utility parcel number as shown on the R/W plat. (If there is no parcel, put a dash in this column).
- S. Utility Project I.D. when applicable. This is the Project I.D. number for a compensable utility parcel. It will usually end with a -20 or -40 series suffix. For example: 1112-07-21 or 1445-02-43. (If there is no ID number, put a dash in this column.)
- T. Estimated cost of utility agreement.
- U. Funding of utility project. Normally this will be either "100% State" or "100% Local".
- V. The date the project plans were sent to the utility company. For TRANS 220 projects, this will be the date the DT1078 form, plans and cover memo were sent.

NOTE: W and X apply only to utility parcels.

- W. The date the utility agreement was sent to the Bureau of Highway Development, Design Services Section, Utility Unit. (Leave blank for locally funded agreements)
- X. The date the utility agreement was approved or the date the conveyance of rights was signed if there is no agreement (\$1 parcels). This applies to either local, CTH, or STH projects.
- Y. State when the utility relocation work is scheduled. "Prior to const."; "None"; "During Const."; "May 1, 1998"; and "Fall 1997" are all acceptable statements. **This box must be filled in for EVERY utility listed.**
- Z. Check the box that applies. Either the project is or is not a TRANS 220 project.

AA. Check one of the four boxes:

The first box is the box that will normally be checked when there are utility conflicts.

The second box should be used when there are no utility conflicts.

The third box can be used when the project **will not break ground** and there is **no possibility of a conflict** with a utility facility. The utility companies don't need to be notified of the project. This can be used for pavement marking

projects, seal coating projects (where seal coating is the only operation), erecting signals where the signal bases are already in place, sign face refurbishing, and other types of projects that don't break ground.

The fourth box should be used when there are no facilities within the project limits.

BB. Name of the Preparer. This is the person accepting responsibility for the information provided on the form.

CC. Date the Preparer completed the form.

DD. The name of the organization the preparer works for.

EE. Telephone number of the preparer.

FF. The name of a district contact person. This can be either the District Utility Coordinator or the District project manager.

GG. The parcel number of a utility parcel that has not yet been acquired.

HH. The status of the unacquired parcel, including expected date of completion. Also, list any other comments regarding unusual circumstances of utility coordination on this project. Some examples are "The Town Chairman expects to acquire this parcel by May 1, 1998" or "Parcel sent to Central Office, waiting for approval."

SUPPORTING DOCUMENTATION REQUIRED

The District Utility Coordinator will need copies of the correspondence that verifies the language in the Special Provisions, copies of the agreements, and copies of the conveyances or "releases of rights" in order to sign the USR. On State in-house projects, these documents should be in the Utility Unit file. On consultant-designed State projects the agreements and the conveyances will be in the Utility Unit file, however, the correspondence may not be and therefore should be submitted along with the USR. On Local projects, the local unit of government or their consultant must obtain these documents. Copies of these should be sent to the District Utility Unit, either as soon as they are acquired, or with the Utility Status Report submittal.

On projects that have been delayed after the USR was signed or submitted, the original designer is responsible for updating the information on the USR and the special provisions at the time the project is put back into the letting schedule. If the original designer was a consultant that is no longer under contract, the District is responsible for providing the current information.

ELECTRONIC PS&E SUBMITTAL

When the PS&E's are submitted electronically, there will be no signatures required on the USR. As shown in the examples, the name of the person who fills out the USR **is required**.

That person is responsible for the accuracy of the information that is placed on the USR.

The district or consulting firm that the preparer works for is also required, as well as a district contact person, which will usually be the District Utility Coordinator.

Each district is responsible for establishing a procedure for submitting the PS&E's electronically. Check with the District Utility Coordinator or the PS&E Coordinator for the district-specific requirements.

EXAMPLES

Examples of filled out USR's are shown in Figures 15-2 to 15-5.

[Figure 15-2](#) is an example of a project with no compensable utilities.

[Figure 15-3](#) is an example of a project **WITH** compensable utilities.

[Figure 15-4](#) is an example of a Local Program project.

[Figure 15-5](#) is an example of a special situation project where the utility coordination was done under a different project, such as a traffic signal project that is in conjunction with an intersection reconstruction project.

CENTRAL OFFICE USR REVIEW PROCESS

1. The District/Consultant submits a Utilities Status Report (USR) as part of the PS&E submittal. **NOTE:** Every PS&E submittal requires a USR.
2. The Utility Projects Coordinator in the Bureau of Highway Development Design Services Section reviews the USR prior to the Ad Meeting.
3. If the USR indicates that **all of the utility parcels on the project have been acquired**, the Utility Projects Coordinator sends a message to the Ad Meeting participants stating that the project is cleared for letting from a utility parcel point of view.
4. If the USR indicates that **one or more utility parcels are not yet acquired**, the Utility Projects Coordinator contacts the district to determine the current status of the parcel(s), because it may have been acquired after the USR was written.
 - **If all of the parcels are now acquired**, the Utility Projects Coordinator sends a message to the Ad Meeting participants stating that the project is cleared for letting from a utility parcel point of view.
 - **If a utility parcel is still outstanding**, the Utility Projects Coordinator works with the district staff to determine whether the parcel will be acquired by the Ad Meeting date or shortly thereafter.
 - **If the district is confident that the parcel will be acquired by the Ad Meeting date or shortly thereafter**, the Utility Projects Coordinator sends a message to the Ad Meeting participants stating that the project is not yet clear from a utility parcel point of view, but that the district anticipates the acquisition to occur before or shortly after the Ad Meeting date and the project may be advertised but not awarded until after the parcel has been acquired.

- **If the district is not confident that the utility parcel will be acquired in a timely manner**, the Utility Projects Coordinator sends a message to the Ad Meeting participants stating that the project is not clear from a utility parcel point of view and recommends that the project letting be delayed.

5. After the projects have been advertised and a few days before the letting, the Utility Projects Coordinator reviews the status of the utility parcels on the projects in the letting.

- **If all of the utility parcels are now acquired**, the Utility Projects Coordinator sends a message to the Award Meeting attendees stating that all of the parcels are now acquired and the project can be awarded from a utility parcel point of view.
- **If there is still a utility parcel that has not been acquired**, the Utility Projects Coordinator sends a message to the Award Meeting attendees stating that the affected parcel(s) is not acquired and that **the project cannot be awarded until the acquisition is complete**.

6. If there are any parcels that were not cleared prior to the Award Meeting, the Utility Projects Coordinator follows-up on those parcels until they are acquired, and then notifies the Bureau of Construction that the project is cleared for awarding.

WisDOT GUIDE TO UTILITY COORDINATION

UTILITIES STATUS REPORT
 Wisconsin Department of Transportation
 DT1080 7/2004

Date A	Construction Project ID B	County C
To: Bur. of Hwy Development Attn: Design Services Utilities	FHWA Project D	Highway E
From: Director, District # F	Design Project ID G	Road H
Plat Date J	R/W Project ID K	Section L
Plans Due Date M		Contract Letting Date N

Utility Compa ny	Facility Type	Parcel		Parcel Estimat ed Cost	PCL FNDG %	Date			
		NO	ID			Notice Sent	Parcel To C O	C O APP LUG Acq	Work Schedul ed
P	Q	R	S	T	U	V	W	X	Y

I CERTIFY THAT:

Z ☐ This is a TRANS 220 project: **Z** ☐ This is NOT a TRANS 220 project:
 AND (check one):

AA ☐ The above is a complete list of utilities with facilities in the project area and that necessary coordination arrangements have been made, except as noted below.

AA ☐ The above is a complete list of utilities with facilities in the project area and there are no known utility adjustments required by the project.

AA ☐ There are utilities within the project area, but the project will not conflict with or impact them. (Utilities need not be listed in the table above.)

AA ☐ There are no known utility facilities within the project area.

A copy of the Special Provision per FDM Procedure 19-15-25 is attached.

Name of Preparer BB	Date CC
Firm/District DD	Area Code – Telephone Number EE
District Contact FF	

PARCEL	STATUS OF PARCELS NOT YET ACQUIRED/OTHER COMMENTS
GG	HH

WisDOT GUIDE TO UTILITY COORDINATION

UTILITIES STATUS REPORT

Wisconsin Department of Transportation

DT1080 1198

Date June 16, 2004	Construction Project ID 3576-06-72	County Dane
To: Bureau of Highway Development ATTN: Design Services Utilities Unit	FHWA Project	Highway STH 106
From: Director, District #1	Design Project ID 3576-06-01	Road Albion - IH 90 Road
Plot Date June 16, 2003	R/W Project ID N/A	Section Saunders Creek Bridge
Plans Due Date May, 2004		Contract Letting Date January 21, 2005

UTILITY COMPANY	FACILITY TYPE	PARCEL		PARCEL ESTIMATED COST	PCL FNDG %	DATES			
		NO	ID			NOTICE SENT	PARCEL TO C O	C O APP LUG ACQ	WORK SCHEDULED
GTE North	Phone	--	---			1/19/04			Prior to Const.
Marcus Cable	Cable TV	--	---			1/19/04			Prior to Const.
RCE Coop	Electric	--	---			1/19/04			None
WP&L	Electric	--	---			1/19/04			During Const.

I CERTIFY THAT:

- ☒ This is a TRANS 220 project; ☐ This is NOT a Trans 220 project;
- AND (check one):
- ☒ The above is a complete list of utilities with facilities in the project area and that necessary coordination arrangements have been made, except as noted below.
- ☐ The above is a complete list of utilities with facilities in the project area and there are no known utility adjustments required by the project.
- ☐ There are utilities within the project area, but the project will not conflict with or impact them. (Utilities need not be listed in the table above.)
- ☐ There are no known utility facilities within the project area.

A copy of the Special Provisions per FDM Procedure 19-15-25 is attached.

Name of Preparer Louie Leweye	Date June 16, 2004
Firm/District KRyan Engineering LLC	(Area Code) Telephone Number 608-238-111
District Contact Andrew Solberg	

PARCEL	STATUS OF PARCELS NOT YET ACQUIRED/OTHER COMMENTS

WisDOT GUIDE TO UTILITY COORDINATION

UTILITIES STATUS REPORT

Wisconsin Department of Transportation
DT1080 1198

Date June 16, 2006	Construction Project ID 3576-06-72	County Grant
To Bureau of Highway Development ATTN: Design Services Utilities Unit	FHWA Project	Highway STH 133
From Director, District #1	Design Project ID 3576-06-01	Road East & Main Sts., Village of Potosi
Plot Date December 2, 2004	R/W Project ID 5204-03-01	Section USH 61 - Brewery Hollow Road
Plans Due Date July, 2006		Contract Letting Date December 10, 2006

UTILITY COMPANY	FACILITY TYPE	PARCEL		PARCEL ESTIMATED COST	PCL FNDG %	DATES			
		NO	ID			NOTICE SENT	PARCEL TO C O	C O APP LUG ACQ	WORK SCHEDULED
WI Power & Light	Power Poles	82	3576-06-43	\$18,000	100% State	1/19/05	2/19/06	3/12/06	Prior to Const.
Village of Tennyson	Water & Sanitary Sewer Mains	86	3576-06-44	\$23,000	100% State	1/19/05	1/19/06	2/19/06	Prior to & during Const.
Farmers Telephone	Phone Cable	81	--	\$1	100% State	1/19/05	1/19/06	2/19/06	Prior to Const.
Grant-Layfayette Elec. Coop	Electric Cable	84	3576-06-45	\$18,000	100% State	1/19/05			During Const.
Midwest Cablevision	Cable Television	--	--			1/28/05			NONE
Village of Potosi	Water & Sewer Mains	--	--			1/28/05			Prior to & during Const.

I CERTIFY THAT:

- ☒ This is a TRANS 220 project; ☐ This is NOT a Trans 220 project;
- AND (check one):
- ☒ The above is a complete list of utilities with facilities in the project area and that necessary coordination arrangements have been made, except as noted below.
- ☐ The above is a complete list of utilities with facilities in the project area and there are no known utility adjustments required by the project.
- ☐ There are utilities within the project area, but the project will not conflict with or impact them. (Utilities need not be listed in the table above.)
- ☐ There are no known utility facilities within the project area.

A copy of the Special Provisions per FDM Procedure 19-15-25 is attached.

Name of Preparer Louie Lewey	Date June 16, 2006
Firm/District KRyan Engineering LLC	(Area Code) Telephone Number 608-238-1111
District Contact Andrew Solberg	

PARCEL	STATUS OF PARCELS NOT YET ACQUIRED/OTHER COMMENTS
84	Grant Layfayette Electric will be submitting their estimate by June 30, 2006.

WisDOT GUIDE TO UTILITY COORDINATION

UTILITIES STATUS REPORT

Wisconsin Department of Transportation
DT1080 1198

Date June 16, 2006	Construction Project ID 3576-06-72	County Iowa
To: Bureau of Highway Development ATTN: Design Services Utilities Unit	FHWA Project	Highway Town Road
From: Director, District #1	Design Project ID 3576-06-01	Road McKenna Road
Plan Date December 2, 2004	R/W Project ID 3576-06-01	Section Spring Creek Bridge
Plans Due Date July, 2006		Contract Letting Date December 10, 2006

UTILITY COMPANY	FACILITY TYPE	PARCEL		PARCEL ESTIMATED COST	PCL FNDG %	DATES			
		NO	ID			NOTICE SENT	PARCEL TO C O	C O APP LUG ACQ	WORK SCHEDULED
WI Power & Light	Gas & Electric	--	--			1/19/05			None
GTE North	Telephone	2	--	\$800	100% Local	1/19/05		Not Yet	Prior to Const.
MG&E	Electric	3	--	\$1000	100% Local	1/19/05		2/19/06	Prior to Const.

I CERTIFY THAT:

- ☐ This is a TRANS 220 project; ☒ This is NOT a Trans 220 project;
- AND (check one):
- ☒ The above is a complete list of utilities with facilities in the project area and that necessary coordination arrangements have been made, except as noted below.
- ☐ The above is a complete list of utilities with facilities in the project area and there are no known utility adjustments required by the project.
- ☐ There are utilities within the project area, but the project will not conflict with or impact them. (Utilities need not be listed in the table above.)
- ☐ There are no known utility facilities within the project area.

A copy of the Special Provisions per FDM Procedure 19-15-25 is attached.

Name of Preparer Louie Lewey	Date June 16, 2006
Firm/District KRyan Engineering	(Area Code) Telephone Number 608-238-1111
District Contact Gabriel Solberg	

PARCEL	STATUS OF PARCELS NOT YET ACQUIRED/OTHER COMMENTS
2	The Town expects the signed documents by July 15, 2006.

WisDOT GUIDE TO UTILITY COORDINATION

UTILITIES STATUS REPORT

Wisconsin Department of Transportation
DT1080 1198

Date June 16, 2005	Construction Project ID 3576-06-72	County Dane
To: Bureau of Highway Development ATTN: Design Services Utilities Unit	FHWA Project	Highway USH 51
From: Director, District #1	Design Project ID 3576-06-01	Road East Madison Beltline
Plat Date December 2, 2004	R/W Project ID 3576-06-01	Section STH 30 Interchange
Plans Due Date July, 2005		Contract Letting Date December 10, 2005

UTILITY COMPANY	FACILITY TYPE	PARCEL		PARCEL ESTIMATED COST	PCL FNDG %	DATES			
		NO	ID			NOTICE SENT	PARCEL TO C O	C O APP LUG ACQ	WORK SCHEDULED
			SEE	BELOW					

I CERTIFY THAT:

- ☐ This is a TRANS 220 project;

☒ This is NOT a Trans 220 project;
- AND (check one):
- ☐ The above is a complete list of utilities with facilities in the project area and that necessary coordination arrangements have been made, except as noted below.

☐ The above is a complete list of utilities with facilities in the project area and there are no known utility adjustments required by the project.

☐ There are utilities within the project area, but the project will not conflict with or impact them. (Utilities need not be listed in the table above.)

☐ There are no known utility facilities within the project area.

A copy of the Special Provisions per FDM Procedure 19-15-25 is attached.

Name of Preparer Louie Lewey	Date June 16, 2005
Firm/District KRyan Engineering	(Area Code) Telephone Number 608-238-111
District Contact Gabriel Solberg	

PARCEL	STATUS OF PARCELS NOT YET ACQUIRED/OTHER COMMENTS
	This contract will be administered with Project 5411-01-82.
	All utility conflicts have been cleared under that project.

Chapter 16

UTILITY UNIT REVIEW OF PS&E PACKAGE

GENERAL

Prior to signing the Utility Status Report, the Utility Coordinator will look at the plan to verify that all utility coordination information in the plan is correct. This review takes time, and cannot occur at the last minute. The purpose for this review is to try to minimize the amount of misinformation in the plan, and to reduce questions that may arise during construction activities.

WHEN THIS SHOULD OCCUR

Different types of projects take varying amounts of time to review. The more complicated the project, the longer it takes to review the project. If the Utility Unit has been involved in the development of the project, this time can be shortened because they are already familiar with the project. The Designer should understand that with the volume of projects in the District, it is not easy to remember details of each plan. Therefore, the Designer should allow sufficient time for the review of the plan prior to the PS&E submittal date.

Ideally, this review should take place 30 days prior to the PS&E submittal date. During the Utility Unit review, it may be discovered that changes are required to the PS&E package. The Designer should allow enough time to make these changes prior to the PS&E submittal.

WHAT IS NEEDED BY THE UTILITY SECTION

The review of the plan by the Utility Section requires the following:

- A. Page 2 of the plan. This would be the page with the utility contact people listed, and the "General Notes".
- B. The Utility Status Report.
- C. All correspondence with the utilities that has not been provided to the Utility Unit previously. This would include the correspondence that documents what is said in the Special Provisions. Ideally, there will be a letter from the utility that acknowledges or concurs with the wording as written in the Special Provisions.
- D. The portion of the Special Provisions that deals with utilities.
- E. Plan and Profile Sheets.
- F. Intersection Details (especially if utilities are affected).
- G. Cross Sections. (Generally not needed, but if questions arise, they may be needed to clarify what is happening.)
- H. Storm Sewer Plans. (There are frequently conflicts with underground utility facilities.)

PS&E CHECKLIST

[Figure 16-1](#) is a checklist that can be used when reviewing the PS&E. The checklist can be used to document that the various items have been checked and are OK, or it can be used to note any shortcomings that need to be addressed before final approval. This saves time when the PS&E is resubmitted, because only the deficient items need to be re-checked.

PS&E CHECKLIST

Project I.D.:
Road:
Section:
____H____
County:

General Utility Note:

Diggers Hotline Number & Logo:

Utility Contact People: Name: Address: Phone:

GAS:

ELECTRIC:

TELEPHONE:

CABLE TV:

WATER:

SEWER:

OTHER:

Special Provisions: TRANS 220? Y N Language? Y N Comments on specials:

USR: Correct form? Y N Properly filled out? Y N

Other Comments:

By: _____ Date: _____

Chapter 17

ACQUISITION OF UTILITY INTEREST BY LOCAL AGENCY

INTRODUCTION

The relocation and adjustment of utility facilities represents a major effort in the successful development of a highway project. Utility companies, like highway agencies, are created to perform a specific public service. Both of these public services require transportation routes. Often these routes parallel or cross each other. When improvements are planned, conflicts may occur and adjustments are needed.

It is imperative that the impact of these highway and utility conflicts be kept to a minimum to provide services to the public at the lowest possible total cost.

As with real estate parcels, utility parcels must be acquired before a project can be let to bid. It is the responsibility of the agency acquiring the right of way to certify to the State that all real estate interests including utility interests have been acquired.

This guide is intended to serve as a straightforward approach to utility acquisition by a local agency or their consultant. For a more detailed explanation of some of the methods referred to in this guide, see Chapter 18 of the WisDOT Facilities Development Manual or other chapters of "WisDOT Guide to Utility Coordination".

The material contained herein is not intended to set forth legal requirements or the policies of the State of Wisconsin.

INVESTIGATION STAGE

In order to properly determine which utility companies have facilities within the project area it will be necessary to perform a thorough search of the records. The WisDOT District Utility Coordinator may be able to provide some guidance as to which utilities have facilities in the area. Other sources may include the Register of Deeds and property owners in the area.

When the utility owners are identified, each utility should be sent a "Notice of Facility Inquiry". In this letter the utilities are asked to provide copies of plant maps showing the location of their facilities in the project area. These maps should be used as reference only.

Another important aspect of the investigation stage is the field locates of utility lines. Contact Diggers Hotline or the utility directly and have the lines marked in the field. These locations are then picked up in the highway survey process and the facilities are shown on the highway plan. In the case of underground lines it may be necessary to determine the depth of the lines to properly show the vertical locations on the highway plans. This can be done by contacting the utility and asking them to cooperate in obtaining this information.

REIMBURSABLE AND NON-REIMBURSABLE WORK

Payment for the cost of relocating utility facilities is based on the utility being able to prove and provide a land interest in the land being acquired for highway use. A thorough search of the records must be made to validate the utility's interest. Wisconsin Statutes provide a provision whereby a utility can gain an interest in a property under adverse possession or prescriptive rights. This process is explained in Chapter 893.28 (2) of the Wisconsin Statutes. (See [Figure 11-18](#))

In general when a utility is located on private property being acquired for a highway the utility is deemed to have an interest in the real property and the cost of relocation or adjustment of its facilities to accommodate the highway improvement is considered to be reimbursable. Conversely, when utility facilities are located on public highway right of way, even if the City, Village, Town or County owns that right of way, the utility use is considered to be permitted and subservient to highway use and therefore is generally considered to be non-compensable. See Statute 66.0831, [Figure 1-8](#)

The easiest way to determine if the utilities on your project are reimbursable or non-reimbursable is to review the right of way plat. Reimbursable utility locations should be shown as parcels if the plat has been properly prepared.

It is customary to show a separate utility parcel for each utility company with facilities on the project. When one utility company has multiple facilities on the project, for example gas and electric, it may be necessary to designate a separate utility parcel number for each type of facility. This will greatly reduce the problems in understanding the estimate and make it easier to track the reimbursable cost at billing time.

FUNDING

The recommended method for funding compensable utility relocations on local transportation projects is for local units of government to fund the utility portion of the project. This is often the most efficient way to fund the relocation of utilities.

Although acquisition of utility parcels is technically eligible projects under the STP-Urban, STP-Rural and Local Bridge programs, it is not the preferred method for funding compensable utility relocations on local transportation.

The Local Project Agreement should include discussions about both compensable and non-compensable utility costs, when applicable. Compensable utility costs are for utility facilities in areas where the utility has a land right and is therefore eligible for compensation. Generally this is in new right of way. These costs should be shown under the Real Estate Acquisition Costs portion of the project agreement. The compensable utility costs are shown as a separate line item under the Real Estate Acquisition Costs and labeled as "Compensable Utility Costs". These costs are funded with participation (Federal or State) depending on the program in question.

Non-compensable utility costs are generally shown under the Construction Costs portion of the project agreement. They are labeled "Non-Participating Items" and generally include city sewer and water and/or other non-compensable utility moves that are required to be performed by the contractor. The non-compensable utility costs that will

be performed by the utility outside of the project and/or prior to construction are generally not included in the project agreement. These costs are 100% locally funded. There is no separate utility project ID, but there is usually a separate category.

Purchases of real estate or utility interests by local units of government do not get credited to their contribution to the project. If the locals fund 100% of the real estate or utilities, this is by choice. If they choose to request funding participation from either a Federal or State fund source, they are responsible for their local matching funds depending on the program in question. Work credits are not possible for Local Road System projects.

All utility projects with Federal or State funding, regardless of program, should have a separate utility project ID.

REIMBURSABLE COST ESTIMATE

When it has been determined that a utility must adjust or relocate facilities on highway right of way within the taking area of the new roadway, it will be necessary for the utility to prepare a detailed estimate outlining these relocation costs. This estimate should set forth all labor, material and equipment costs as well as appropriate overheads normally charged by the utility. If contract forces will be used on the project the contract work should be done under competitive bid and approved by the highway agency prior to approval of the contract work. The reimbursable work estimate shall also provide appropriate credits for used life, salvage and betterment when applicable. For more detailed information on these credits see [Procedure 18-15-20](#) of the WisDOT Facilities Development Manual.

UTILITY AGREEMENTS

Utility work is normally performed under an agreement with the utility. Two documents have been developed to handle these agreements between the utility and the highway agency. The **Lump Sum Agreement** is used for projects where work is well defined and contains no variables that could affect the cost agreed to. Under this type of agreement the utility prepares an estimate covering all the cost they anticipate having in the relocation of the their facilities. This estimate along with the signed land conveyance and agreement are reviewed by the highway agency and if found acceptable approved by the highway agency. Once approved by all parties the work is performed and the utility is paid the lump sum amount as stated in the estimate. The Lump Sum Agreement is usually reserved for agreements of low dollar value. Currently the limit for Lump Sum Agreements on State projects is limited to \$50,000.00. A lump sum agreement form that is suitable for use on local projects is shown in [Figure 17-9](#). This form is available as a MS-Word document. Contact the WisDOT District Utility Coordinator for more information.

Another form of agreement is the **Audit Agreement**. Under this type of agreement the utility prepares an estimate with appropriate credits as outlined above. The agreement is signed by utility officials and sent to the highway agency for review. If the agreement is found acceptable the highway agency approves the agreement and the utility is authorized to perform the work. Unlike the Lump Sum agreement the utility is not limited to the estimated amount with the Audit Agreement. Under the Audit Agreement, the

utility costs may be higher or lower than the estimated amount and the utility will be paid the cost actually incurred in the relocation of the agreed work. Normally an Audit Agreement must be used for contracts over \$50,000.00, but can be used for agreements of any size, whereas a Lump Sum agreement can normally only be used for agreements up to \$50,000.00. Under the Audit Agreement, the highway agency has the right to audit the utility records to ensure the cost reflected in the utility's billing were actually incurred. An audit agreement form that is suitable for use on local projects is shown in [Figure 17-8](#). This form is available as a MS-Word document. Contact the WisDOT District Utility Coordinator for more information.

CONVEYANCE DOCUMENTS

When a utility has an interest in the land being acquired for a highway it will be necessary to acquire that land interest in order to provide clear title and ownership of the highway. The type of document used to acquire these land rights will vary depending on the location of the utility facilities and the utility's desire to remain within its original easement on highway land or to relocate to new lands.

When a utility has land rights within the area being acquired for right of way and chooses to relocate off their easement onto new private easement they should provide a **Quit Claim Deed** to the highway agency for the area they are vacating. The cost of acquiring a new easement as well as the relocation of facilities would normally be considered as reimbursable costs and paid by the highway agency.

When a utility has land rights within the area being acquired for right of way and chooses to have its facilities remain within those easements or stay on highway right of way thereby saving the highway agency the cost of paying the utility to acquire a new private easement, the utility would provide the highway agency with a **Conveyance of Rights**. When this type of conveyance is provided the utility will be entitled to future reimbursement associated with the relocation or adjustment of their facilities should they need relocation or adjustment to accommodate expanded or additional highway improvements.

If a highway agency does not desire to be placed in a position where they may be held responsible for future utility relocation costs, they should require a quit claim deed be provided and pay the utility the cost to acquire replacement land rights for the land right being lost through the highway taking. However, it should be kept in mind that a utility will usually acquire a new easement just outside the right of way being acquired for highway use and in fact have to be paid for the relocation should the need arise to acquire additional right of way in the future.

Each permanent conveyance document, either the Quit Claim Deed or the Conveyance of Rights, must be signed by an authorized utility representative, and recorded with the County Register or Deeds. In order to record the documents, each will have to be authenticated by an attorney licensed to practice law, or notarized by a licensed Notary Public. Copies of the original recorded conveyance document should be submitted to the utility company and to the local unit of government.

Copies of a blank Quit Claim Deed and/or a blank Conveyance of Rights that can be modified for a specific county, town, city or village are available as MS-Word documents.

See [Figures 17-10](#) and [17-11](#). Contact the District Utility Coordinator if you would like a copy.

COORDINATION WITH UTILITIES

The overall success of a street or highway project will often depend on the amount of communication spent on coordinating the relocation and adjustment of utility facilities. If proper coordination has not been done there will be time delays and extra costs involved during the construction of the project. Several steps are necessary to insure this coordination effort is accomplished.

See [Figure 17-13](#) for a list of utility coordination tasks. This task list can be used when discussing the scope of a project with the design consultant. It clearly identifies the necessary tasks and who is responsible for each task. This assures that the tasks will be done and that the consultant includes the tasks in their scope of work when negotiating the design contract.

The **Operational Planning Meeting** should be held as soon as the project concepts are developed. In most cases it will be beneficial to invite all utilities having facilities in the project area. Making utilities aware of the project may have several positive impacts on your project. Once utilities are aware of pending highway work they will place on hold any improvements they may have proposed to their facilities in the area. Being knowledgeable of highway plans will also allow the utilities to program funding to facilitate their relocations to accommodate the highway improvement schedule.

If utilities have facilities that would be costly to relocate they may inform the highway agency of this fact at the OPM meeting and thereby provide the highway designer time to review alternate alignments to see if the utility lines can be designed around. Often the costs of these adjustments are reimbursable and the highway agency is in fact saving their own money by allowing the utility lines to remain in place.

Another important meeting is the **Utility Coordination Meeting**. Shortly after the plans have been provided to the utilities a utility coordination meeting should be held. The purpose of this meeting is to inform the utilities of the project concepts and schedules. Other items of interest to the utilities include: any special soil conditions that may be present; right of way acquisition time lines; any special environmental concerns or contaminated areas; any special permit requirements that may be required and any special community events that might affect the construction schedule.

In some cases it may be necessary to hold two or more utility coordination meetings. This is especially true in the case of large rural projects or complex urban projects. It is recommended that if a second coordination meeting is held it should be scheduled just before preparation of the **Special Provisions** to insure the information being provided is as up-to-date and accurate as possible.

BASIC UTILITY ACQUISITION PROCESS

The following format outlines the basic steps to be followed for normal utility acquisition.

1. The highway agency sends the respective utility a *Notice of Reimbursable Work*. This notice includes: A draft conveyance of rights document, a right of way plat, two agreement forms and associated plans and cross sections.
2. The utility prepares an estimate for the cost of adjustment of its reimbursable facilities as shown on the right of way plat and returns the estimate along with the signed agreement and conveyance document to the highway agency.
3. The highway agency reviews the estimate and, if found acceptable, has the proper highway officials sign the agreement. Where federal funds are used to acquire the utility interest, the proposed plan, estimate, signed agreement and conveyance document must be submitted to the DOT for approval prior to the start of any compensable utility work.
4. The highway agency returns the fully executed agreement to the utility and authorizes the utility to proceed with work. The conveyance document is sent to the Register of Deeds for recording. When the conveyance is recorded and returned, a copy of the conveyance bearing the recording data should be sent to the utility.
5. When the utility adjustments are complete the utility will send a bill to the highway agency for the reimbursable portion of the utility work. The highway agency should review the bill to ensure it conforms to the estimate, and then pay the bill.

If the agreement is an audit type, the agency may audit the utility records to verify the charges. This is optional and is not required if the highway agency is satisfied with the charges itemized in the billing.

THE UTILITY ACQUISITION PROCESS IS CONSIDERED COMPLETE!

TYPICAL TIME SEQUENCE

Weeks Prior to
bid letting of
highway contract

ITEM OF WORK

- 26 - 52 Right of way plat is prepared
 Right of way plat is accepted/approved
 Survey and Engineering by Utility
 Utility Prepares Estimate
 Utility executes forms (Agreement & Conveyance)
 Estimates and Agreements are returned to Highway Agency
 Highway Agency reviews estimate, DOT reviews if Federal funds are
 used to purchase Utility Parcels
 Agreement is signed by Highway Agency Officials
 Utility Coordination Meeting is held
 Agreement is returned to Utility authorizing work
- 20 *Conveyance document is sent to the Register of Deeds Office for*
 recording. After recording, a copy of conveyance is sent to utility by
 highway agency
 Utility performs field work per agreement *
- 0- DOT reviews plans and certifies the project clear for letting
 Highway project is let to bid
 Highway project is awarded
 Pre-construction conference is held
 Road or bridge work is performed

Completion Utility prepares and submits bill for relocation work
 and *Agency reviews bill: performs audit if applicable*
 Payment *Agency makes payment*
 Stage Project is complete

- Every effort should be made to have utility work completed prior to highway construction.

Note, texts in *italics* indicate a task performed by the highway agency.

TABLE OF FORMS AND LETTERS

<u>ITEM</u>	<u>FIGURE</u>
Letters	
Facility Inquiry.....	17-1
Notice of Reimbursable Work.....	17-2
Notice of Project – Non-Reimbursable.....	17-3
Authorization to Begin Work.....	17-4
Request for Recording.....	17-5
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Local Project Utility Coordination Task List.....	17-13
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County or Municipality Letterhead

September 20, 1998

Wisconsin Public Service Corporation
PO BOX 19002
Green Bay WI 54307-9002

RE: Project I.D. 1153-07-41
CTH A - South County Line
CTH I
Green County

We are preparing plans for the above road improvement project and would like to show all utility facilities owned by your company which are either within the public way or adjacent to it. A map is enclosed showing the project limits. Please show us where your facilities are located along this route. Copies of your plant maps would be very helpful to us in our design process.

This project is in Section 36, Town 3 North, Range 9 East, Town of Albany, Green County.

You will be contacted in the future and asked to mark the locations of any underground lines so that our survey crews can obtain this information for our plans.

We are early in the design process, but we expect that construction will take place in 2006. We hope to have our plans completed by March of 2005. If you have any high-cost utility facilities in the proposed construction area, please let us know so that we can consider them as a design constraint and we will try to design around them.

Thank you for your cooperation on this project. We will keep you informed as our plans develop for this project. If you have any questions regarding this project, please contact me at __ (sender's contact information) or the project designer, _____ at __ (designer's contact information).

Sincerely,

Name
Utility Coordinator

County or Municipality Letterhead

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

**TRANSMITTAL OF PROJECT PLAN AND
NOTICE OF REIMBURSABLE WORK**

RE: Project I.D. 1153-07-41
CTH A - South County Line
CTH C
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

It is our desire to acquire certain land rights from your company. Reimbursement will be made for facilities presently located on property in which your company has a compensable land interest and which will require adjustment. Enclosed for your approval and execution are the following documents:

1. Right-of-way plat showing the location of your facilities in relation to the proposed right-of-way for this highway. This project is in Section 36, Town 3 North, Range 9 East, Town of Albany, Green County.
2. {Quitclaim Deed by Utility, Conveyance of Rights in Land, or Temporary Release of Easement, whichever is appropriate} for Parcel # 17.
3. {Audit Agreement or Lump Sum Agreement}, providing for reimbursement of the associated utility relocation work.
4. A copy of the PROJECT PLANS for the above project.
5. A synopsis of the project containing information regarding any special features about this project, such as hazardous materials sites, historic or archaeological sites, marsh or environmentally sensitive areas, the proposed highway work schedule and any special civic constraints or activities that must be accommodated such as festivals and holiday events.

In connection with the agreement, we herewith extend plan preparation authority and preparation of the detail plan and estimate for the anticipated relocation work. The plan should show both the present affected facility and the relocated or replaced facility. Please also provide some stationing tie with the highway plan so that the location can be readily identified. The estimate should be made in compliance with CFR 23, Part 645, Subpart A-Utility Relocations, Adjustments and Reimbursements on the basis of replacement-in-kind theory, with appropriate credits for used life, salvage and betterments, and must follow your company's standard utility accounting practices. The plan and estimate must be furnished by the WORK PLAN due date of _____.

This project is scheduled for letting on **DATE**, with construction anticipated to begin in **MONTH** of **YEAR**.

Please furnish three (3) sets of the plan and estimate, the executed {Quit Claim Deed by Utility, Conveyance of Rights in Land, or Temporary Release of Easement, whichever is appropriate} and the signed agreement document.

This is not an authorization to proceed with construction. Construction performed before the ____ County Highway Commission accepts the contract will not be reimbursed.

If you have any questions regarding this project, please contact me at __ (sender's contact information) or the project designer, _____ at __ (designer's contact information).

Sincerely,

Name
Utilities Coordinator

County or Municipality Letterhead

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project I.D. 1153-07-41
CTH A - South County Line
CTH E
Green County

Please review the enclosed PROJECT PLANS to determine the impact this proposed highway project would have on your facilities. Also included is a synopsis of the project containing information regarding any special features about this project, such as hazardous materials sites, historic or archaeological sites, marsh or environmentally sensitive areas, the proposed highway work schedule and any special civic constraints or activities that must be accommodated such as festivals and holiday events.

This project is in Section 36, Town 3 North, Range 9 East, Town of Albany, Green County.

You may wish to meet with the Design Engineer (add designer contact information) to discuss relocation and permit requirements.

This letter is not an authorization to undertake any study or relocation work at our expense. If you feel you have a land interest in which payment should be made for relocation of facilities, please contact our office so that we may review your claim and, if necessary, revise our right-of-way plat.

You will be provided with a final plan reflecting any changes prior to the letting date. This project is scheduled for letting on **DATE**, with construction anticipated to begin in **MONTH**, of **YEAR**.

If you have any non-design related questions, you may contact me at _____

Sincerely,

Name
Utilities Coordinator

_____**County or Municipality Letterhead**_____

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project I.D. 1153-07-41
CTH A - South County Line
CTH Q
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

On **DATE**, the _____ County Highway Commission accepted an agreement with the **WISCONSIN PUBLIC SERVICE CORPORATION** for the above project. A copy of the signed agreement is enclosed for your records.

If you have not already done so, please forward the executed conveyance to our office.

Before you begin work, contact us and we will bring you up to date on the status of right-of-way acquisitions. If you have buried facilities parallel to the roadway, a potential for conflict exists in cut areas where driveways are being graded to match the new profile. It may be necessary to place your facilities extra deep through these areas.

When the necessary highway right-of-way has been acquired and the permits to occupy highway right-of-way are approved, you may proceed with contract work.

You must notify me at **PHONE NUMBER** of the date you actually begin contract work as well as the date when work is complete.

Sincerely,

Name
Utilities Coordinator

_____**County or Municipality Letterhead**_____

September 20, 1998

REGISTRAR
GREEN COUNTY REGISTER OF DEEDS
STREET ADDRESS
MONROE WI 99999

RE: Project I.D. 1153-07-41
CTH A - South County Line
CTH P
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

We have enclosed a Conveyance of Rights document pertaining to the above project.

Please record this instrument and submit your invoice in duplicate, along with the recorded conveyance, to the **GREEN COUNTY HIGHWAY COMMISSIONER, MONROE WI, 99999**.

Sincerely,

Name
Utilities Coordinator

_____**County or Municipality Letterhead**_____

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project I.D. 1153-07-41
CTH A - South County Line
CTH Q
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

Utility invoice/billing # **937182**.

Enclosed is check #**1287** drawn in the amount of **\$7,893.28**.

This check represents payment in full for the lump sum contract for this project.

Thank you for your cooperation in this matter of mutual interest.

Sincerely,

Name
Utilities Coordinator

_____**County or Municipality Letterhead**_____

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project I.D. 1153-07-41
CTH A - South County Line
CTH X
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

Enclosed is check # **762 drawn** in the amount of **\$ 73,856.27**. This check represents full payment for your billing # **1**. Any overpayment disclosed by audit must be refunded.

Thank you for the cooperation you have given us in expediting the above project.

Sincerely,

Name
Utilities Coordinator

AUDIT AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

This Agreement is made and entered into by and between the _____ hereinafter designated as the "DEPARTMENT," and _____, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," for the payment for certain lands or interests in lands acquired by the _____ from the COMPANY in connection with a _____ transportation improvement designated:

Project and Parcel:

WITNESSETH: For and in consideration of the conveyance by separate instrument to the _____ of certain lands or interests or rights in said lands in which the COMPANY holds a real property interest, the DEPARTMENT will pay to the COMPANY an amount equal to the net cost incurred by the COMPANY for the actual removal, relocation, alteration, or other rearrangement of the COMPANY facilities situated on the said lands required to restore equivalent function as necessary, in kind if feasible, of the affected segment of COMPANY facility.

The work covered by the Agreement is set forth in the Exhibit hereto attached and made a part hereof. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination if necessary with the companion transportation work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. It is further understood, however, that:

1. All salvage shall be credited to the project in the manner prescribed under the COMPANY's accounting procedure for work undertaken at the expense and volition of the COMPANY. When recovered materials are to be disposed of by sale or as scrap, the COMPANY shall either have filed with the DEPARTMENT an acceptable statement outlining the COMPANY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated for all facilities covered by the Code of Federal Regulations 23, Section 645.117(h). The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.

3. Work under this Agreement shall not start until the COMPANY has received written notice from the DEPARTMENT to proceed with the work. The COMPANY shall give prior notice to the _____ of the DEPARTMENT when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this agreement must be covered by a written change order or an extra work order. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

The COMPANY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the COMPANY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the DEPARTMENT's prior approval.

The COMPANY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any utility subcontractor if the work is performed in that manner.

4. Upon completion of the work contemplated under this Agreement, the COMPANY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the COMPANY custodian of such records.

The COMPANY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the deletion or correction thereof. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the rights or interests in the lands conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the said conveyance.

5. In Connection with the performance of work under this contract, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities. The

COMPANY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

6. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

7. It is further agreed that any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyance for the lands or rights or interests therein.
8. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

LOCAL UNIT OF GOVERNMENT

(Company)

(Signature)

(Date)

(Title)

(Authorized Signature)

(Signature)

(Date)

(Date)

(Title)

LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

This Agreement is made and entered into by and between the _____ hereinafter designated as the "DEPARTMENT," and _____, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ _____ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

Project and Parcel:

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the DEPARTMENT has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the DEPARTMENT, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the DEPARTMENT to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The DEPARTMENT agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed.

Payment of such lump sum amount by the DEPARTMENT to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by

the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.
5. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

Local Unit of Government

	_____ Company
	_____ Signature
	_____ Date
	_____ Title
_____ Authorized Signature	_____ Signature
_____ Date	_____ Date
	_____ Title

WisDOT GUIDE TO UTILITY COORDINATION

Document Number CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.83.08(1) Wis. Stats.

GRANTOR, for and in consideration of the sum of (\$) grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of , GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property:

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(GRANTOR Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of _____)
) ss.
_____ County)
On the above date, this instrument was acknowledged
before me by the named person(s) or officers.

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

This space is reserved for recording data

Return to

Parcel Identification Number/Tax Key Number

Project ID _____ This instrument was drafted by

Parcel Number _

Document Number
QUIT CLAIM DEED By Utility

Exempt from fee s.77.25(2r) Wis. Stats.
 S.83.08 Wis. Stats.

THIS DEED, made by GRANTOR, a utility organized and existing under the laws of the State of and authorized to transact business in the State of Wisconsin, with its principal place of business at City of County of State of quit claims to the County of , GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of . Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

Return to

Parcel Identification Number/Tax Key Number

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

 (GRANTOR Name)

 (Signature)

 (Title)

 (Print Name)

 (Signature)

 (Title)

 (Print Name)

 (Date)

State of _____)
)ss.
 _____ County)

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

 (Signature, Notary Public)

 (Print or Type Name, Notary Public)

 (Date Commission Expires)

Project ID _____ This instrument was
 drafted by _____ Parcel Number _____

TEMPORARY RELEASE OF EASEMENT

_____, grantor, who has an interest in the following described lands, hereby grants to _____ County, grantee, a TEMPORARY RELEASE OF EASEMENT for the right to construct slopes and drainage facilities on said lands, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil.

The said lands are situation in the _____, _____ County, Wisconsin, and are shown on Sheet Number _____, which is a part of the Plat of Right of Way required for Project No. _____, filed by the grantee with the County Clerk and Section 84.09(1), Wisconsin Statutes.

This Temporary Release of Easement shall terminate upon completion of construction of highway Project _____ for which this instrument is given.

Dated this _____ day of _____, 20____.

In Presence of

 By: _____
 (title): _____
 By: _____
 (title): _____

Right of Way Project _____

Parcel _____

Local Project Utility Coordination Task List

Note: All Utility Coordination shall be done in accordance with the “WisDOT Guide to Utility Coordination” unless otherwise noted.

- ☐ Identify utility companies with facilities within the project area.
- ☐ Send project notification letter and exhibits to all utility companies with a potential for facilities in the project area. Ask them to verify that they have facilities in the area and also request utility system maps for the project area. Compare the system maps with the highway plan information to assure that all utility facilities are shown properly.
- ☐ Field locate utility facilities in project area. *DO NOT DEPEND ON SYSTEM MAPS FOR LOCATIONS!!!* Facilities must be field located.
 - ☐ Remove manhole covers and determine flow line elevations and pipe sizes.
 - ☐ Expose existing utility facilities and obtain elevations (pothole) at the following locations _____. Note: This will have to be coordinated with the utility.
- ☐ Show existing utility facilities on plat, plans, and cross sections. (Horizontal location only, unless elevations have been obtained by a survey crew.)
- ☐ Identify potential utility conflicts and report them to the utility. The utility is ultimately responsible for determining conflicts but the highway designer is more familiar with the project and is best suited for determining the initial list of potential conflicts.
- ☐ Invite utilities to Operational Planning Meeting.
- ☐ Invite utilities to all Public Information Meetings.
- ☐ Hold ____ utility coordination meetings on the project. These meetings will be held at the _____ and _____ stage of the project.
- ☐ Draft utility conveyance documents. (Conveyance of Rights in Land, Quitclaim Deed, or Temporary Highway Easement forms)
- ☐ Consultant or local unit of government (select one) will obtain and record signed conveyance documents.
- ☐ Send a copy of the plans that are sufficiently complete to allow for the design of utility facilities along with a cover letter explaining the project and notifying the utility of any sensitive areas in the project area.
- ☐ Consultant or local unit of government (select one) will send notice of reimbursable work to the utilities.

- ☐ Review utility work plans, approve work plans or return with recommendations for corrective actions if required.
- ☐ Send Work Plan Approval and/or Start Work Notices to utility companies.
- ☐ Write “utility” section of the special provisions and revise as needed based upon information provided by the utilities.
- ☐ Prepare the Utility Status Report (Form DT1080) as part of the PS&E submittal package. (DOT let projects)
- ☐ Provide R/W staking for utilities as needed. R/W staking need only be done in the areas requested by the utility, not the entire project. Assume this will be done ___ times.
- ☐ Consultant or local unit of government (select one) will negotiate reimbursable work utility contracts.
- ☐ Provide ___ size plans and plats, ___ size cross sections, in paper or electronic format (.dgn files) to all utilities. Assume ___ utilities will need copies.
- ☐ Provide utilities with revised plan sheets with any changes from previous plans indicated, as required.
- ☐ Review utility permits for compatibility with highway project design and recommend corrective action if necessary.
- ☐ Send a final (reduced size) plan set and copy of the “Utility” portion of the Special Provisions to each utility with facilities in the project area just prior to, or soon after, the final PS&E submittal.
- ☐ Follow-up on status of utility relocations between PS&E submittal and the Preconstruction meeting.
- ☐ Conduct Pre-Bid Utility Meeting for potential bidders to discuss utility relocations and utility coordination during construction.
- ☐ Attend preconstruction meeting to discuss current status of utility relocations.

Wisconsin Department of Transportation

November 18, 2001

Bresnan Communications
Attn: Larry Ladwig
1022 South 19th St
PO Box 758
La Crosse WI 54602-0758

SUBJECT: **Work Plan Reminder**
I.D. 1644-06-71
Farnum Street to Redfield Street
USH 14 (South Avenue), City of La Crosse
La Crosse County

Dear Mr. Ladwig:

I have not yet received a work plan from you describing your plan for the relocation of your facilities in conflict with next year's South Avenue project. The project will be let to bids in April and will be built shortly thereafter. I need to receive a work plan from you **as soon as possible** in order for me to write the utility special provisions and which will become part of the contract for the project.

I have included another copy of the utility worksheet to help you in providing me with the information I need, along with a copy of the letter I mailed out with the project plans in August of this year.

Unresolved or unexpected conflicts create problems for all of us during construction. There is a good chance for damage to your facilities and delays to the contractor if conflicts are not addressed and their resolution planned for in advance. With an urban project like this one much of the utility work may need to take place during construction, so good advance planning will help the project get built as smoothly as possible. Highway contractors bid on the project in part from information in the utility specials, so please include as much detail as possible on what you will need to move, when, and how long it will take.

If you have any questions regarding the preparation of the work plan, or if you would like a meeting to review the project please call me at (608) 785-9032, or the DOT designer Ron Egge at (608) 789-7874.

Sincerely,

Gary J. Jackson
District Utility Coordinator

enclosure

Chapter 18

CONSULTANT DESIGN CONTRACTS

It is sometimes unclear which utility coordination tasks are to be done by the consultant, and which tasks will be handled by the District. A utility coordination task list has been developed to help clarify who is responsible for each activity. It is recommended that this task list be used when scoping and negotiating a consultant design contract. (See [Figures 18-2](#) and [18-3](#)) For Local Program projects, those that are not on the STH system, see the utility coordination task list in [Figure 17-13](#).

The task list can be tailored for each project. It is anticipated that the responsibility for some of the tasks will vary depending on the size and complexity of the project and the district workload.

A cover memo titled “Utility Coordination” (See [Figure 18-1](#)) can be used in conjunction with the task list. This memo gives a brief overview of the utility coordination process. Both the cover memo and the task list can be used as exhibits or attachments to the Consultant Design Contract. They should at least be used during the discussions regarding the scope of the contract.

Consultants are encouraged to use the “**WisDOT Guide to Utility Coordination**” as a reference for utility coordination on all of their highway improvement projects, whether the projects are let through WisDOT or locally let. The concepts of good utility coordination are important to the success of any construction project. In most cases the words “designer” or “construction project manager” may apply to DOT staff and/or consultant staff.

UTILITY COORDINATION

Very likely there will be many public and private utilities on your project. While some utilities are visible in the pavement or adjacent to the road, there may be a lot more located beneath the surface. It is imperative that the location of these facilities be accurately determined to aid in defining the areas of conflict with proposed highway improvements. Most utilities are members of a one call service (Diggers Hotline) and will locate their facilities upon request. Some municipal facilities and individually owned utilities may not be associated with Diggers and therefore extra effort may be required to locate the name(s) of the owner(s) to have the facilities marked.

Designers of State and Federal Highway projects are now required to coordinate utility work according to Administrative Rule TRANS 220. This rule sets forth specific guidelines that must be followed by the Highway Agency, the Utility Company and the Highway Contractor. Failure to comply with these provisions could make the responsible party liable for damages cited in litigation.

Several types of documents are important to utility coordination. These include: Title Searches, Conveyance Documents, Utility Agreements and Utility Special Provisions. The task list (attached) is designed to set forth the responsible party to handle the preparation and coordination required of each of these documents.

When a utility has a land interest (easement) within the area being acquired for a highway, the relocation or adjustment of facilities within this area is considered to be eligible for reimbursement of relocation cost.

The acquisition of utility parcels is often the responsibility of the District Utilities Unit, but may be handled by the local unit of government. When State or Federal Funds are used to pay the cost for utility relocation the District Utility Unit MUST approve all utility contracts negotiated by consultant or contract forces.

The responsibility for the preparation of the Utility Special Provisions should be addressed in the early stages of the project. If Consultant forces will be responsible for this operation the process should be addressed in detail. Typically one or more utility coordination meetings are required in addition to the Utility's Work Plan to ensure the language in the special provisions properly portrays the situation the contractor will encounter when work starts.

In short, we cannot over emphasize the importance of effective timing in the coordination of a project. The communication between the Designer, Utilities and the Utilities Unit is of the utmost importance.

The following TASK LIST will aid you in setting forth the responsibilities to make your project go more smoothly.

STH Utility Coordination Task List

Note: All Utility Coordination shall be done in accordance with the “WisDOT Guide to Utility Coordination” unless otherwise noted.

- ☐ **District will provide list of known utilities in the project area. Consultant is responsible for verifying this list with a call to Diggers Hotline and inquiries to local units of government.**
- ☐ Send Form DT1077 with cover letter and exhibits to all utility companies with a potential for facilities in the project area. Send copy to the District Utility Coordinator. {Chapter Trans 220.04, FDM 18-10-10}
- ☐ Field locate utility facilities in project area. {FDM 18-10-15}
 - ☐ Remove manhole covers and determine flow line elevations and pipe sizes.
 - ☐ Expose existing utility facilities and obtain elevations (pothole) at the following locations _____. **Note: This will have to be coordinated with the utility.**
- ☐ Obtain system maps from the utilities. Compare the system maps with the highway plan information to assure that all utility facilities are shown properly. {Chapter Trans 220.05(1)}
- ☐ Show existing utility facilities on plat, plans, and cross sections. {FDM 18-10-25}
- ☐ Identify potential utility conflicts and report them to the utility and to the District Utility Coordinator.
- ☐ Invite utilities to Operational Planning Meeting. {FDM 18-10-10}
- ☐ Invite utilities to all Public Information Meetings.
- ☐ Hold _____ utility coordination meetings on the project. These meetings will be held at the _____ and _____ stage of the project. {Chapter TRANS 220.05(4), FDM 18-10-35}
- ☐ Provide a ____ size copy of the draft plat to the District Utility Coordinator for approval after all existing information, including utilities, has been added.
- ☐ Provide a ____ size copy of the final plat to the District Utility Coordinator for review prior to plat approval.
- ☐ Draft utility conveyance documents. (Conveyance of Rights in Land, Quitclaim Deed, or Temporary Highway Easement forms)
- ☐ **District/consultant/local unit of government (select one) will record signed conveyance documents.**
- ☐ Send form DT1078 with cover letter, plans and related exhibits. Send copies of the plan, forms and letters to District Utility Coordinator. {Chapter TRANS 220.05, FDM 18-10-30 and 18-10-45}
- ☐ **District/local unit of government will send notice of reimbursable work.**

- ☐ Review utility work plans; send them to District with recommendations for corrective actions if required.
- ☐ Send Work Plan Approval and/or Start Work Notices to utility companies.
- ☐ Send copies of all correspondence with utilities to the District Utility Coordinator.
- ☐ **District will approve utility work plans after receiving them from the consultant.**
- ☐ Write “utility” section of the special provisions and revise as needed based upon information provided by the utilities and/or District Utility Coordinator.
- ☐ Prepare the Utility Status Report (Form DT1080) as part of the PS&E submittal package. {FDM 18-10-40}
- ☐ Provide R/W staking for utilities as needed. R/W staking need only be done in the areas requested by the utility, not the entire project. Assume this will be done ___ times.
- ☐ **District will negotiate reimbursable work utility contracts.**
- ☐ Provide ____ size plans and plats; ____ size cross sections, in paper or electronic format (.dgn files) to all utilities. Assume ____ utilities will need copies.
- ☐ Provide revised plan sheets with changes from previous plans indicated, as required. {Chapter TRANS 220.05(12), FDM 18-10-45}
- ☐ Maintain TRANS 220 Log (Form DT1079), and provide copies to the District Utility Coordinator as part of the PS&E submittal to the district. {FDM 18-1-15}
- ☐ Review utility permits for compatibility with highway project design and recommend corrective action if necessary.
- ☐ **District will approve utility permits.**
- ☐ Send a final (reduced size) plan set and copy of the “Utility” portion of the Special Provisions to each utility with facilities in the project area just prior to or soon after the final PS&E submittal to the District.
- ☐ Follow-up on status of utility relocations between PS&E submittal and the Preconstruction meeting.
- ☐ Conduct Pre-Bid Utility Meeting for potential bidders to discuss utility relocations and utility coordination during construction.
- ☐ Attend preconstruction meeting to discuss current status of relocations.

Utility Coordination Task List

[This task list is to be filled out by the district utility coordinator, the district project manager and, when a project is being assigned to a consultant firm, the design consultant.]

Design Project ID _____ Project Title & Subtitle _____ County _____

Highway _____ Date _____

Note: All Utility Coordination shall be done in accordance with the "WisDOT Guide to Utility Coordination" unless otherwise noted.

	TASK	PDS	UTIL. UNIT	CONS.	DATE DUE	DATE COMP.
1	Provide Concept Definition Report (CDR) and copies of any subsequent revisions.					
2	Provide Utility Coordination Task List as it pertains to the specific project.					
3	Provide list of known utilities in the project area (UIN).					
4	Verify according to Trans 220.04(1) the list created in #3. <i>FDM 18-10-10</i>					
5	Participate in project scoping meeting.					
6	Send Form DT1077 Project Notification with cover letter and exhibits to utilities with a potential for facilities in the project area. <i>TRANS 220.04; FDM 18-10-10</i>					
7	Invite utilities to Operation Planning Meeting. <i>FDM 18-10-10</i>					
8	Maintain TRANS 220 Log, Form DT1079. <i>FDM 18-1-15</i>					
9	Obtain system maps from the utilities. If handled by consultant, provide copies to the district utility coordinator on projects with new right of way. <i>FDM 18-10-10</i> Compare the system maps with the highway plan information to confirm that all utility facilities are shown properly. <i>TRANS 220.05(1)</i>					
10	Field locate utility facilities in project area. <i>FDM 18-10-15</i> Remove manhole covers. Determine flow line elevations and pipe sizes. Expose existing utility facilities and obtain elevations (pothole) at the following locations: _____ NOTE: This will have to be coordinated with the facility owners.					
11	Provide 30% plan to district utility coordinator for review prior to 30% Plan Review Meeting.					
12	Show existing utility facilities on plat, plans and cross-sections [i.e., plot the horizontal locations of all buried and above ground utility facilities on mainline and side road cross sections for the district utility coordinator and the utilities].					
13	Invite utilities to all Public Information Meetings.					
14	Provide a full size draft plat to the district utility coordinator for review after all existing information, including compensable and non-compensable utility facilities and easements, has been added.					
15	Provide a full size final plat to the district utility coordinator for review, including compensable and non-compensable utilities, prior to plat approval.					
16	Provide a copy of the DSR to district utility coordinator					
17	Provide 60% plan and profile and cross-sections to district utility coordinator for review prior to 60% Plan Review Meeting.					
18	Monthly: Send copies of all correspondence with					

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	utilities, and utility-related documents/logs to the district utility coordinator.					
	TASK	PDS	UTIL. UNIT	CONS.	DATE DUE	DATE COMP.
19	Identify potential utility conflicts. If done by consultant, provide copy to district utility coordinator. <i>FDM 18-10-20</i>					
20	Hold utility coordination meeting before DT1078 packages are mailed to utility companies.					
21	NO PLAT: Send Form DT1078 Project Plan Transmittal with plans and related exhibits. Include cover letter, conflict list, and utility work sheet. <i>TRANS 220.05; FDM 18-10-30</i>					
22	PLAT: Send Form DT1078 Project Plan Transmittal with plat, plans and related exhibits. Include cover letter, conflict list, and utility work sheet, notice of reimbursable work, and release of rights. <i>FDM 18-10-30 and 18-15-15</i>					
23	Provide to the district utility coordinator ____ sets of ____ size plans, ____ size plats, and ____ size cross-sections which are all complete enough for use by utility companies in evaluating potential conflicts and developing a relocation design. Depending on utility preference, these can be in paper or electronic format (.dgn files). See related memo: <i>Figure 2-7 and Figure 10-9.</i>					
24	Draft & record releases of rights (conveyance/ quitclaim/ TRE).					
25	Provide revised plan sheets with changes from previous plans indicated, as required. <i>TRANS 220.05(12); FDM 18-10-45</i>					
26	Provide information of hazardous material sites to utilities and district utility coordinator. With this information clearly state what hazardous material has been found, where it has been located, other potential sites, who will be responsible for the removal, handling of the removal, storage of material that has been removed, & the cost associated with any and all dealing of the hazardous material on this WisDOT highway project.					
27	Provide information of environmental conditions, as it is associated with this project, to utilities and district utility coordinator. This includes wetlands, bedrock, historical and archaeological sites, endangered species, underground storage tanks, etc.					
28	Provide monthly updates to the district utility coordinator regarding progress on any land acquisition necessary, as it is associated with this project. Include with updates the status of any information on site clearance of parcels or razing contracts.					
29	Hold a utility coordination meeting after the 1078 packages have been mailed to involved utility companies, but before work plans are due back. <i>TRANS 220.05(04); FDM 18-10-35 and 18-20-5</i>					
30	Review Utility work plans as they are received. Recommend corrective action if necessary. <i>FDM 18-10-35</i>					
31	Review Utility estimates for reimbursement as they are received. Negotiate reimbursable work utility agreements. (Return receipt mail may be used if necessary) <i>FDM 18-15-20 and 18-20-1</i>					
32	Send notice to utilities of having received their work plan, cost estimate, Release of Rights, Waiver letter, etc. An email notice is acceptable. (CC: the District Utility Unit.)					

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33	Identify and resolve (or recommend resolution for) any conflicts among the various utility work plans. <i>TRANS 220.05(4)</i>					
	TASK	PDS	UTIL. UNIT	CONS.	DATE DUE	DATE COMP.
34	Send utility cost estimates and agreements to Central Office for approval.					
35	Approve utility work plans. (CC: the District Utility Unit.) <i>FDM 18-10-35; TRANS 220.05(7)</i>					
36	Send Work Plan Approval and Start Work Notices to utility companies. <i>TRANS 220.05(7)</i>					
37	Monthly: Send copies of all correspondence with utilities, and utility-related documents/logs to the district utility coordinator.					
38	Provide 90% plan and profile and cross-sections to district utility coordinator for review prior to 90% Plan Review Meeting.					
39	Review DT1553 utility permits for compatibility with highway project design. Recommend corrective action if necessary.					
40	Approve DT1553 utility permits.					
41	Conduct field meetings with all utilities.					
42	Write the utility section of the highway contract special provisions, based upon work plans provided by the utility owners and/or the district utility coordinator. Use when appropriate: "These plans show utility facilities existing at the time of the original survey in _____ of _____. Facilities installed after this are addressed in the specials."					
43	Review the utility section of the highway contract special provisions.					
44	Update utility contacts for General Notes sheet on final plan based upon contact information provided by utilities from work plans.					
45	Prepare Form DT1080 Utility Status Report (USR) as part of the PS&E submittal package. <i>FDM 18-10-40</i>					
46	Provide R/W staking for utilities as needed. R/W staking is needed only in the areas where utility facilities will be placed, not the entire project. Estimate this will be needed _____ times.					
47	Send a final, reduced size plan set and copy of the utility portion of the highway contract special provisions to each utility with facilities in the project area just prior to or soon after the final PS&E submittal to the district. <i>FDM 18-10-45</i>					
48	Hold a utility coordination meeting after all work plans have been approved but before utility relocations begin. <i>Chapter TRANS 220.05(04); FDM 18-10-35 and 18-10-45</i>					
49	Follow-up on status of utility relocations between PS&E submittal and the preconstruction meeting.					
50	Conduct Pre-Bid Utility Meeting for potential bidders to discuss utility relocations and utility coordination during construction.					
51	Attend the Pre-construction meeting and answer any questions regarding the utility coordination efforts.					
52	Process utility agreement Contract Change Orders.					
53	Process utility Second Moves.					

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54	Process utility billings.					
55	Monthly: Send copies of all correspondence with utilities, and utility-related documents/logs to the district utility coordinator.					

Chapter 19

PRECONSTRUCTION MEETING

PRIOR TO THE MEETING

There is a time gap between the last design contact with a utility and the beginning of highway construction. During this time gap, there are usually several utility relocations taking place. **Someone** should monitor whether the planned relocations actually take place. In some districts the utility coordinator is responsible for monitoring this gap, in other districts it is the construction project manager assigned to the project. Another possibility is to have someone that is on construction projects during the summer months make these contacts during the winter months. This would be a good use of the person's construction expertise, as there are often construction-related questions from the utility companies.

Someone should contact the utilities prior to the preconstruction meeting and determine the status of the utility relocations. This contact often serves as a good reminder to the utility that they need to get the relocations done. Often, because of changes to our program, the utility has forgotten about the project. The earlier the contact is made, the more likely it is that relocations will be done prior to construction.

The WisDOT Construction and Materials Manual Section Procedure 2-5-2 Page 3 states, *"In the interest of expediting the work, the engineer will make early contact with local officials of utility companies who have not started required adjustments of their facilities and advise them of the date the contractor intends to start construction operations, stressing the need for early completion of necessary alterations."*

If the utility is contacted just prior to the preconstruction meeting, the contact can serve to inform them of the time and date of the preconstruction meeting. **Utilities should be invited to attend the preconstruction meeting.** (Construction and Materials Manual Procedure 2-5-2) If there is coordination between the utility and the highway contractor needed during construction, the importance of the utility attending the preconstruction meeting should be stressed. A written invitation is best, because it provides a permanent record that the utility was invited. A sample invitation to a preconstruction meeting is shown in [Figure 19-1](#). **Sending the invitation at least two weeks prior to the meeting is recommended.**

There are times when the highway contractor does not provide sufficient time between setting the preconstruction meeting and holding the meeting. This is a poor business practice, but it does occur. A phone call to the utility will help assure that someone from the utility is able to attend. We must remember that their schedules are busy with other work that they must do, and they cannot always attend meetings scheduled at the last minute. The more advance warning we give them about a meeting, the more likely it is that they will attend. Our meeting will be more productive if they do attend. Respecting the time constraints of others is good business.

The person responsible for utility coordination during the design phase should also be invited to the preconstruction meeting. They are privy to information regarding the coordination that took place during the design stage, and may be able to assist in resolving any problems that arise.

The WisDOT Construction and Materials Manual Procedure 2-5-2 Page 3 states, *“Utility companies should be invited to attend the preconstruction conference. On projects with complex or extensive utility improvement, it is advisable to schedule a meeting of all affected utilities prior to the preconstruction conference to discuss schedules and coordinate efforts.”* This works well for large urban projects or complex projects.

Also, please note that the Construction and Materials Manual Procedure 2-5-2 Page 3 states *“The District survey crew should stake the right of way, and other lines needed by the utilities in their work, as soon as possible in the progress of the project.”*

TRANS 220 PROJECTS

Trans. 220 allows the DOT to call a utility coordination meeting where attendance is mandatory by the utilities. Trans. 220.05(4) states ***“Upon owner request or its own initiative, when the department determines there is a potential for conflict between work plans, the department will schedule a meeting that the owners are required to attend to coordinate the work.”***

If there is utility work to be done during highway construction operations, the DOT can require those utilities to attend the pre-construction meeting to discuss the coordination that will occur during construction.

If you intend to require utility attendance at the meeting, you should state that in the preconstruction meeting invitation letter. Be sure to quote Trans. 220.05(4) in the invitation letter so that they know their attendance is mandatory. (See example letter in [Figure 19-3](#).) As mentioned above, you must provide sufficient notice to the utility so that they can arrange to have someone attend the meeting. Also, please note that only utilities that have work that must be coordinated during construction can be required to attend the meeting.

AT THE MEETING

Early on in the preconstruction meeting the utilities portion of the special provisions should be discussed. Read or summarize the specials for each utility company. Ask the utility company representative to clarify anything that is unclear, and to verify that work has been done as planned. If a large exhibit of the project is available for the meeting, have the utility representative point out on the drawing what work remains to be done. This will help eliminate any uncertainty or misunderstanding.

If work has not been done as stated in the special provisions, find out when the work will be done, and determine if that will coincide with the contractors plan of operation. If the proposal is not acceptable, have the utility and contractor discuss until they come to a mutually agreeable solution.

If coordination is required during construction, like if the gas main will be lowered after the pavement has been removed, discuss the timing and who the contacts for the utility and the contractor will be. Make sure everyone is clear on what communication has to take place to have the work go smoothly.

It is a good idea to have a weekly or bi-weekly utility-contractor meeting during the early stages of the project, especially on urban projects or large grading projects. Establish the schedule and location for these meetings at the Preconstruction meeting.

Make sure that every utility company provides a contact person's name and phone number, it may have changed from what is provided in the plan. If the utility company is using a subcontractor to do their work be sure that contact information is provided for them as well. Exchange numbers for office phones, pagers, cellular/mobile phones, and faxes. The contractor should also be providing similar information to the utility companies, as well as the field office location.

Discuss any issues that affect utilities early in the preconstruction meeting. The schedule of the highway contractor is certainly an item of interest to the utilities, especially if they must coordinate some work during construction. If there are environmentally sensitive areas on the project, and there is utility relocation work that has not yet been completed, be sure that the constraints of the sensitive areas are brought to the attention of the affected utility companies. Erosion control may be another item that needs to be discussed with utility companies.

Once all the items that affect the utilities have been discussed, tell the utilities that they are free to leave if they wish. Their time is valuable and we will get better participation in our meetings if they don't feel they are wasting their time while we discuss other project issues that don't affect them.

The utility coordination discussions that occur at the preconstruction meeting must be documented. The person responsible for utility coordination may want to take his or her own notes of this portion of the meeting. They have a special interest in that aspect of the project, and their notes may be more detailed than the general notes of the meeting. Any format can be used. Some of the essential information that needs to be documented is shown in [Figure 19-2](#).

AFTER THE MEETING

Follow-up on anything that was not clarified at the meeting. If any utilities were not present, send them a copy of the notes from the meeting. If there is anything that needs clarifying or if work is not done as stated in the special provisions, call the utility and get the answers that are needed. Inform them of the contractor's schedule and make sure they will be out of the way on time.

State of Wisconsin

July 5, 2000

RILEY HENINGER
WATERTOWN SEWER & WATER UTILITY
108 FREMONT STREET
WATERTOWN WI 53094

Dear Mr. Heninger,

Project I.D. 1336-02-70
Watertown-Lebanon Road
(CTH R-CTH H)
STH 85 Dodge County

The preconstruction meeting for the above project is scheduled for Wednesday March 17, 1999 in Room 107 of Watertown City Hall at 1:00 PM. The contractor for this project is Ben's Backhoe & Company.

You are invited to attend this meeting and your participation would be appreciated. Should you have any questions concerning the meeting or the project, please contact Mike Berg at (xxx) xxx-xxxx.

If your work plan calls for doing some of your relocation or adjustment work during highway construction, it is very important that you attend the meeting and coordinate your efforts with the contractor. If, on the other hand, you have completed all of your relocation work (or none is required) you may simply call me or Mike Berg at the numbers listed and let us know that.

If you are unable to attend and your relocations are not complete yet, please contact me or Mike Berg so that we can relay the current status of your work to our contractor. Again, we hope that you can attend the meeting if this is the case but we understand that there are times when you have other commitments.

Sincerely,

Karisa Rusch, P.E.
District Project Development Supervisor
(xxx) xxx-xxxx

PRECONSTRUCTION MEETING

Project I.D. #
Road:
Section:
Highway:
County:

Date:
Project Engineer:
Contractor:
Construction Start:
Detour Start:

Utilities Present:

Electric:

Gas:

Telephone:

Cable TV:

Water/Sewer:

Comments:

STATE OF WISCONSIN

February 14, 1999

RILEY HENINGER
WATERTOWN SEWER & WATER UTILITY
108 FREMONT STREET
WATERTOWN WI 53094

Dear Mr. Heninger,

Project I.D. 1336-02-70
Watertown-Lebanon Road
(CTH R-CTH H)
STH 85 Dodge County

The preconstruction meeting for the above project is scheduled for Wednesday March 17, 1999 in Room 107 of Watertown City Hall at 1:00 PM. The contractor for this project is Ben's Backhoe & Company.

You are invited to attend this meeting and **your participation is required by Trans. 220.05(4)** which states "***When the department determines there is a potential for conflict between work plans, the department will schedule a meeting that the owners are required to attend to coordinate the work.***"

Because your work plan calls for doing some of your relocation or adjustment work during highway construction, your attendance is mandatory at this meeting so that you can coordinate your efforts with the contractor. If you have completed all of your relocation work, you may simply call me or Mike Berg at the numbers listed and let us know that.

If you are unable to attend and your relocations are not complete yet, please contact me or Mike Berg so that we can relay the current status of your work to our contractor. Failure to attend the meeting will put your company in violation of Trans. 220, which could result in liability for damages to the highway contractor.

Should you have any questions concerning the meeting or the project, please contact Mike Berg at (xxx)xxx-xxxx.

Sincerely,

Karisa Rusch, P.E.
District Project Development Supervisor
(xxx) xxx-xxxx

Chapter 20

CONFLICTS DURING CONSTRUCTION

GENERAL

The goal of utility coordination is to not have any utility-related problems during construction. Unfortunately, as hard as we try, it is not always possible to accomplish that goal. There are several types of problems that may occur during construction. In the sections that follow are suggested ways to handle each type of problem.

The WisDOT Construction and Materials Manual Chapter 2 Section 5 Subject 2 “Utilities” page 3 states, *“Where adjustments of utility facilities are accomplished during stages of construction operations and problems are created between the contractor’s operations and the utility operations, the engineer will be the coordinator for any details not covered by the approved work plan. The project manager will keep a record of the progress of the utility adjustments and will report all problems to the District Office in the weekly report. Problems affecting contract work progress should be reported at once to the district supervisor.”*

The first reaction to a problem should be to contact the utility person listed on the plan, or the person that represented the utility at the preconstruction meeting. If you are unable to make contact with that person, ask the receptionist or whoever answers the phone if there is anyone else that can help you.

If you make contact, but are unable to resolve the problem, you may want to contact the District Utility Coordinator. They often know whom to contact within the utility company to get results. Also, sometimes having a more neutral third party involved helps bring a resolution to the problem.

There are times when the situation becomes complicated or unusual. You may then want to involve the Central Office Utility Unit of the Bureau of Highway Development Design Services Section (608-266-3589).

Always remember that utilities have a right to occupy the highway right of way by permit. They serve the general public by providing services that are essential for our way of life. The utility industry, like WisDOT is under continuing pressure to reduce costs and staff, while trying to maintain good service to their customers. We need to work together with them so that the disruption to taxpayers and utility ratepayers is minimized.

DOCUMENTATION

When you encounter a problem with a utility company during construction and the problem is not easily resolved, document the problem so that measures can be taken to avoid similar problems in the future. [Figure 20-1](#) can be used to document the problem. A copy of this form is also found in the construction field pantry software on each field office computer. Send a copy of the documentation to the District Utility

Coordinator and to the Bureau of Highway Development Utility Engineer, Room 651 Hill Farms State Office Building. The Utility Engineer tracks these forms in an attempt to identify common problems and trouble areas.

The utility company may want to document their side of the story. [Figure 20-2](#) is a report that can be filled out by the utility company to record the situation as they see it.

LOCAL AND CONNECTING HIGHWAY PROJECTS

On local roads and connecting highways WisDOT is not the permitting authority. You can ask the local government to help put pressure on the utility through their utility accommodation policy and utility permitting process. Chances are the problem you are having is also a violation of their policy. Having the local permitting agency involved may help persuade the utility company to be more cooperative.

On connecting highways, every municipality should have a permitting process, but on local road projects you may find that the local unit of government does not have a utility accommodation policy and no permitting process. In these cases the local government probably won't be of much assistance in solving the problem, but it still doesn't hurt to try to enlist their support.

CONTRACTOR'S RESPONSIBILITY

Section 107.22 of the State of Wisconsin Department of Transportation Standard Specifications For Highway and Structure Construction (2003 Edition) states:

107.22 Contractor's Responsibility for Utility Facilities, Property, and Services

(1) The department expressly reserves for the proper authorities of the municipality in which the work is done the right to construct utility services in the highway or street, or to grant permits for the same, at any time. Coordinate and cooperate with utilities in the removal and rearrangement of existing facilities to minimize their service interruption and duplication of work by the utilities. At least 3 business days before breaking ground, the contractor shall notify the proper utility authorities that the contractor's operations may affect their facilities including: streets, gas and water pipes, electric and other conduits, railroads, poles, manholes, catch basins, sewers, and other property. Never hinder or interfere with utility representatives in the protection or operation of their facilities. Obtain all necessary information regarding existing facilities. Protect existing facilities from damage and unnecessary exposure.

(2) Obtain all necessary information regarding the planned installation of new facilities identified in the contract. Make proper provision and give proper notification so the utilities can install new facilities at the proper time without delay or unnecessary inconvenience. Do not pave over the location of a new underground facility, planned for installation concurrently with this contract, before installing the facility.

(3) If the contractor damages or interrupts service, the contractor shall notify the utility promptly. Coordinate and cooperate with the utility in the repair of the facility. The department will determine who is responsible for repair costs as specified in Wisconsin statutes 66.0831 and 182.0175(2).

(4) If the contractor finds facilities not identified in the contract, the engineer will determine whether adjustment or relocation of the facility is necessary to accommodate contract work. The engineer will arrange with the utility or the contractor to adjust or relocate the facility. If deemed necessary, the engineer will revise the contract as specified in 104.2.

(5) If specified in the contract, the contractor and the department will comply with administrative rule, Trans 220 of the Wisconsin administrative code.

Please note that the contractor must coordinate and cooperate with utility owners, and it is the contractor's responsibility to obtain all necessary information in regard to existing and planned utilities.

FIELD CHANGES

It is sometimes necessary to make changes to the plan during construction. Obviously, the utility had no way of knowing that these changes were going to take place, and therefore could not relocate prior to construction. The utility must be notified of such changes, and must be given adequate time to design and construct a relocation of their facility. The definition of adequate time is open to interpretation, and varies with the scope of work involved. TRANS 220.05(13) states:

“If, after the letting date of the highway improvement project, additional utility relocation or adjustment work is found necessary, the department shall notify the owner (*utility*). The department and the owner (*utility*) shall agree on a revised work plan.”

This wording is applicable to all projects, the DOT and the utility must agree on a reasonable timeframe to do the relocation work. It is important to note that the field change is the cause of any delays, not the utility company.

UNKNOWN FACILITIES

This problem has a few potential causes. The facility may not have been field located at the time the survey crews picked up the topography. The survey crew may have missed it, and not picked up the information. The information may have been picked up but never made it to the plans. The utility may not even be aware that the facility is there. (This happens most often in older portions of cities where records may not exist for older facilities, especially for clay pipe sewer systems.)

Whatever the reason, suddenly you are faced with a utility facility that you didn't even know existed being in your way. Again, the first thing to do is to contact the person from the utility company listed on the plan, or the person that attended the preconstruction meeting. If they aren't available, ask if there is anyone that can help you. If you are unable to make a satisfactory contact, and the problem cannot wait until the appropriate person is back in the office, contact the District Utility Coordinator. While they cannot do anything about the people who are out of the office, they may have a suggestion as to whom else to call.

When you make contact with someone, explain that you have found a facility that wasn't shown on the plan and you need to have it relocated. Request a timeframe from them of when the work can be done. If the time seems unreasonable, ask if it can be expedited. It may be helpful to request a field meeting to discuss the situation.

Sometimes the prudent thing to do is to adjust our plans to accommodate the newly discovered utility facility. The total costs and the time involved should be considered when making this decision.

UNDETECTED CONFLICTS

There are times when conflicts arise during construction that were not noticed beforehand. The utility facilities are shown correctly on the plan and there were no changes to the plan, but the utility company and the designer failed to notice a conflict and the conflict wasn't resolved prior to construction. The responsibility for determining conflicts always lies with the utility company.

However, no one is perfect, and utility company personnel are not as familiar with reading our plans as we are. Regardless of how it happened, you are now stuck with a problem during construction. It doesn't do any good to point fingers and rant and rave. That doesn't solve the problem.

Again, the first thing to do is to contact the person from the utility company listed on the plan, or the person that attended the preconstruction meeting. If they aren't available, ask if there is anyone that can help you. If you are unable to make a satisfactory contact, and the problem cannot wait until the appropriate person is back in the office, contact the District Utility Coordinator. While they cannot do anything about the people who are out of the office, they may have a suggestion as to whom else to call.

When you make contact with someone, explain that you have a conflict with one of their facilities which wasn't resolved prior to construction and you need to have it relocated. Request a timeframe from them of when the work can be done. If the time seems unreasonable, ask if it can be expedited. It may be helpful to request a field meeting to discuss the situation.

The cause of the undetected conflict may be that the facility is not at the anticipated depth. If that is the case, document this by photographs and/or sketches. Shoot elevations on the exposed facility. Also, document the details in the project diary; it may be needed if there is a court case regarding delays to the contractor.

Remember to document the location of the utility facility and the markings, including elevations where appropriate. There may be questions later regarding the exact location of the utility facility and its relationship to the planned roadwork.

As long as time permits, the best solution is to have the utility relocated. That is what should have happened prior to construction. However, sometimes the prudent thing to do is to adjust our plans to accommodate the newly discovered conflict. The total costs and the time involved should be considered when making this decision. This solution only makes sense when the contractor has no other work to do and cannot wait for a delay, safety is a concern, or the public is intolerably inconvenienced.

UNEXPECTED FIELD CONDITIONS

This may occur when changes have been made to the topography since the survey work was done. A good example is a utility pole that was outside of the slope intercepts on the plan and therefore was not relocated because it was believed that there was no conflict. However, during construction it is discovered that a property owner altered the original terrain a few years ago and now the grading limits are such that the pole is in conflict. Or maybe drainage conditions are different than was anticipated, and a relocation is now required.

In this case, no one is at fault. The utility relocated according to the information that was provided to them. The designers used the information that was provided to them. For some reason, actual field conditions are now different than what was used for the design and changes must be made.

If you need the utility relocated, or exposed to determine if there is a conflict, you must contact the person from the utility company listed on the plan, or the person that attended the preconstruction meeting. If they aren't available, ask if there is anyone that can help you. If you are unable to make a satisfactory contact, and the problem cannot wait until the appropriate person is back in the office, contact the District Utility Coordinator. While they cannot do anything about the people who are out of the office, they may have a suggestion as to whom else to call.

When you make contact with someone, explain that you have a conflict with one of their facilities because of a change in field conditions and that it needs to be relocated or exposed, whichever the case may be. Request a timeframe from them of when the work can be done. If the time seems unreasonable, ask if it can be expedited. It may be helpful to request a field meeting to discuss the situation.

INCORRECTLY MARKED FACILITIES

This problem is more serious. It can cause an extremely dangerous situation that may lead to injury and/or costly delays. The owner of a utility facility is responsible for accurately locating their facilities in the field. Sometimes this locating work is contracted out to various companies, but the ultimate responsibility lies with the utility.

If you discover that a buried utility line has been incorrectly marked, document the markings and the facility location. Take photographs with a 6-foot rule indicating the scale if possible. At a minimum draw a sketch with appropriate dimensions showing the markings and the facility. This information should be placed in the project diary and the project files.

The utility must be notified immediately. It is best to have one of their employees view the site before any markings are destroyed. They can verify the documentation you provide. If a utility line is damaged by construction activities because of the mis-marking, the utility should not be billing the contractor. The contractor should not be held liable, unless he was digging with power equipment within 18 inches of the markings (See ss.182.0175 – [Figure 1-1](#)). The utility should bear the cost of the repairs or may seek compensation from their marking service.

This situation frequently requires immediate action and may be treated as an emergency. You should start by contacting the utility person on the plan, but if they are unavailable, talk to anyone from the utility and explain the situation. They should be able to put you in touch with the proper people within the utility. If you are unable to contact anyone at the utility, contact the District Utility Coordinator or District Permit Coordinator for assistance on how to proceed.

Remember to document the location of the utility facility and the markings, including elevations where appropriate.

FACILITIES SHOWN ON PLAN INCORRECTLY

There are times when for some reason the utility facilities are shown incorrectly on the plan. There may have been a survey error, it may have been field located incorrectly, it

may have been inadvertently moved during the design process, or perhaps there was a glitch in the software program or in converting it from one format to another. At any rate, the location of the utility facility on the plan is different from where it is in the field. This may pose a problem for the contractor and add to their costs.

This is indeed unfortunate and may be costly, but the general note on the plan states ***“The locations of existing and proposed utility installations on the plans are approximate. There may be other utility installations within the project area that are not shown.”*** This disclaimer alerts the contractor that conditions may be different than what is depicted on the plan. The designer does their best to accurately portray the expected work site conditions, but there is no guarantee. Everyone that bids on the job is on an equal basis, and does so knowing the information is only approximate.

A discrepancy of 15 to 20 feet may be a legitimate reason for a claim for additional work depending on the specific situation, but a discrepancy of 1 to 2 feet is not.

FAILURE TO FOLLOW WORKPLAN

This is a common problem, unfortunately. There may be various reasons why the utility did not complete their work as stated in the work plan, including weather delays and storm damage. Whatever the reason, the problem is that they have not relocated according to their plan.

On TRANS 220 projects, the utility is responsible for any damages to the contractor for delays caused by the utility if it did not follow the approved work plan. The contractor can sue the utility for those damages. The WisDOT would act as a neutral third party, providing documentation and testimony regarding the facts of the project.

For non-TRANS 220 projects, there is no recourse for the contractor other than to file a claim with WisDOT for additional time or additional expenses. Local road projects and most urban projects are non-TRANS 220. The contractor may file a claim with the utility, and if the situation is well documented, the utility may pay the claim. However, the legal obligation isn't as clear as it is on TRANS 220 projects.

When a problem is discovered, contact the person from the utility company listed on the plan, or the person that attended the preconstruction meeting. If they aren't available, ask if there is anyone that can help you. If you are unable to make a satisfactory contact, and the problem cannot wait until the appropriate person is back in the office, contact the District Utility Coordinator. While they cannot do anything about the people who are out of the office, they may have a suggestion as to whom else to call.

When you make contact with someone, explain that their facility which is in conflict with the highway project hasn't been relocated as promised and you need to have it relocated. Let them know that their failure to relocate quickly will hold up our contractor. Request a timeframe from them of when the work can be done. If the time seems unreasonable, ask if it can be expedited. It may be helpful to request a field meeting to discuss the situation. Remember that at this point in time our main concern is to get the facility relocated quickly, not who will have to pay damages. Focus on getting the problem resolved, not on placing blame or making threats regarding future actions.

On TRANS 220 projects, if you are unable to get a quick resolution to the problem, it may be a good idea to write a letter to the utility company notifying them that they are in violation of TRANS 220 and that they may be liable to the highway contractor for any utility-related delay damages. A sample TRANS 220 Violation letter is shown in [Figure 1-17](#).

Utility Problem During Construction Documentation Report

Project ID:

Title:

Subtitle:

Highway:

County:

Project Manager Name:

Date of Report:

Date Problem Was Identified:

Date Remedied:

Name of Utility Company (and contractor(s)/subcontractor(s) if applicable):

Type of Utility:	Gas	Electric	Telecommunications	CATV
	Water	Sewer	Pipeline	Other

Name of Highway Contractor:

Authority that issued utility permit (if applicable):	WisDOT	County	Local
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Nature of Problem:

Unforeseen conflict (not identified during the design process)
 Existing (at time of design) utility facility shown incorrectly on plan
 Utility facility not shown on plan
 Failure to follow work plan
 Facility not placed in compliance with permit
 Plan Change
 Erosion Control
 Traffic Control
 Other:

Details – explain what happened: (Include station offset, elevation of buried utility facility if shallow or cut, pictures, attach plan and cross section sheets as needed)

Impact on Project:

Time Delay
 Change of planned method of operation
 Additional costs – explain below what the costs are and to whom
 Other:

Please explain the impact of the utility problem on the schedule or operations of the highway contractor:

Additional follow-up needed? Yes No

If Yes, please explain:

You are required to send a copy of this report to your District Utility Coordinator and through routing or email to Ernie Peterson at Central Office.

Ernest J Peterson, P.E. ernest.peterson@dot.state.wi.us 608 266 3589
 Utility/Access Management Engineer
 Wisconsin Department of Transportation
 Bureau of Highway Development

Utility Problem During Construction Documentation Report **Utility Company Version**

Project I.D.:

Title:

Subtitle:

Highway:

County:

WisDOT Project Manager Name (if known):

Date of Report:

Date Utility Company Notified:

Date Remedied:

Name of Highway Contractor/Subcontractor:

Nature of Problem:

- ☐ Unforeseen conflict (not identified during the design process)
- ☐ Existing (at time of design) utility facility shown incorrectly on plan
- ☐ Utility facility not shown on plan
- ☐ Facility not placed in compliance with permit
- ☐ Plan Change
- ☐ Erosion Control
- ☐ Traffic Control
- ☐ Operator Error
- ☐ Facility location marked incorrectly
- ☐ Other

Details – explain what happened:

(Include location, elevation of buried utility facility if shallow or cut, pictures, attach plan and cross section sheets as needed, anything that might help explain the situation.)

Additional follow-up needed? (Yes/No. If Yes, please explain)

Submitted by:

Utility Company:

Type of utility: Gas Electric Telecommunications CATV Water Sewer

Pipeline Other

(Circle one)

Send a copy of this form to: District Utility Coordinator, address, city, state

Chapter 21

UTILITY COORDINATION DURING CONSTRUCTION

GENERAL

There are times when utility relocation work must be done during the same timeframe as the highway improvement contract. For example, in many urban areas the community does not want the road torn up two years in a row, one year for utility relocations and one year for highway improvements. The disruption and inconvenience to the public is sometimes just not warranted or acceptable. Other times, in big cut sections, it is not feasible for a utility to dig down deep enough to be the required depth below finished grade prior to the highway work. The construction costs for such work to be accomplished are not justified. In other cases, the utility relocation has to be staged, with temporary staging required during highway construction and final installation taking place near the end of the highway work.

When utility relocation work is to occur while the highway construction work is going on, there needs to be good coordination between the highway contractor and the utility crews/contractor. Communication is the cornerstone of good coordination. When every party understands what they are supposed to do and what is expected of them, the job gets done with less conflict and fewer surprises.

The WisDOT Construction and Materials Manual Procedure 2-5-2 Page 3 states, “*The engineer or other District representative will make necessary inspections of utility alterations to assure alterations are made to the necessary extent and in a manner which avoids any interference with, or detrimental effects to, the planned highway improvements.*”

Overhead installations such as power and communication lines should be checked in respect to location and elevation for proper clearance with the roadway, highway structures and appurtenances, and railway facilities. Poles, towers and similar above-ground installations should be located in accordance with designated requirements governing proximity to right of way lines, construction operations, control-of-access lines and planned improvements. Alteration of utility facilities for which permits are required and issued should conform to the requirements designated in the permit.

The engineer should determine that utility forces and the project personnel are using the same reference datum when setting grade stakes.

Underground installations are to be checked with respect to grade and location to provide satisfactory clearance with existing foundations or facilities and planned construction items, such as structures, sewer lines, water lines, etc. Constructed utility manholes and other similar installations should be checked for compliance with required grade. Lines installed under the highway should be at the required depth and encased as required.

When utility facilities are installed in trenches within the highway limits, it should be determined the foundation upon which the facility is placed is satisfactory to provide the required support and the backfill is properly placed and compacted with satisfactory material so there will be no detrimental settlement which might affect the pavement, embankments, structures or other facilities.”

WEEKLY OR BI-WEEKLY COORDINATION MEETINGS

Weekly or bi-weekly coordination meetings in the project field office can do a lot to keep contractors and utilities informed about each other's work. Generally, the highway contractor must do some work before the area is ready for the utility to make their adjustments and relocations. The highway contractor must then wait while the utility completes their work before the highway work in that area can proceed. Weekly meetings help the contractor and utility be aware of problems that the other party is facing. Often problems such as poor soils will affect both the highway and utility crews. The more they know about the work site and the progress each party is making, the better they can coordinate their work schedules and resources.

The WisDOT Construction and Materials Manual Procedure 2-5-2 Page 3 states *"During the progress of the project, the engineer should hold field meetings on a regular basis with the contractor's superintendent and the utility crew supervisor. The engineer should also be passing along to the contractor all notifications of utility work changes."*

DIGGERS HOTLINE

State Statute 182.0175 (See [Figure 1-1](#)) requires that excavators have underground utility facility locations marked on the surface prior to construction. This is accomplished by notifying Diggers Hotline for utilities that are members of Diggers Hotline. Utilities that are not members of Diggers Hotline must be notified separately. The utilities have 3 working days to mark their facilities.

The Excavator's Guide to Diggers Hotline states that after calling Diggers Hotline, the excavator has the following responsibilities:

"Notifying Diggers Hotline is only the first step for the caller in fulfilling his or her responsibilities in the locating process.

After the markings have been made, excavators are required to maintain a minimum clearance of 18 inches between a marked and unexposed transmission facility and the cutting edge or point of any power-operated excavating or earth-moving equipment.

If excavation is required within 18 inches of any marking, the excavation should be performed very carefully with hand tools. See State Statutes 182.0175(2)(a)(3). This is particularly important because locating is not an exact science and, therefore, the actual location of the facility could vary from the position of the marks.

If the transmission facility is exposed, the excavator may reduce the clearance to 2 times the known limit of control of the cutting edge or point of the equipment or 12 inches, whichever is greater.

If marks are destroyed or covered by excavation site activities, or work does not start within 10 calendar days of the scheduled start date, or the work is interrupted for more than 10 calendar days, the excavator must provide a relocate notice to Diggers Hotline. See State Statute 182.0175(2)(am)(4)

If, during the course of excavation, a facility has been exposed, it is the excavator's responsibility to inspect and support these facilities prior to backfilling in order to ascertain if the facilities have been struck or damaged in any capacity. If damage of any kind is discovered or any suspicion of damage exists, it is the excavator's responsibility to immediately notify the facility owner directly.

See State Statute 182.0175(2)(am)(6), 182.0175(2)(am)(7), and 182.0175(2)(am)(8). The excavator must refrain from backfilling an excavation until an inspection is conducted and any necessary repairs have been made by the owner of the transmission facility. See State Statute 182.0175(2)(am)(6m). Diggers Hotline will provide the contact number of facility owners, upon request.

Many excavators mistakenly believe that Diggers Hotline is responsible for the actual marking of facilities. This is not the case. Diggers Hotline takes information from the excavator and relays it to Diggers Hotline members. Each facility owner is responsible for ensuring that their facilities are properly marked. When one member indicates that there are no facilities in conflict with a specific excavation, the excavator must realize that this does not mean that "Diggers Hotline" has cleared the site; nor does it mean that other facilities are not at that location.

Also be aware of facilities on or near your work site that might be privately owned. Homeowners and private businesses can own facilities on property that is owned by them. These facility owners are not required to be members of Diggers Hotline, and therefore will not be notified of your work. Private businesses can have electric, gas and/or communications facilities. Homeowners might have detached garages, underground sprinkler systems, invisible dog fences, and the list goes on. It is the excavator's duty to notify the owners of private facilities.

Also, excavators are encouraged to have a copy of the locate request at the work site and to keep a copy of the ticket until well after the project has been completed.

When excavation is complete on large worksites, it is the duty of the general contractor to remove marking flags and stakes. For single employer worksites, it is the duty of the ticket holder to remove flags and stakes.

TICKET LIFESPAN

A ticket remains valid if work begins within 10 calendar days after the legal start date and work is not interrupted for more than 10 calendar days.

The term "work" shall include actual digging, as well as preparatory work at the digging site.

During the lifespan of the ticket, the excavator is responsible to notify the facility owners to re-mark when needed.

Re-Marking (Valid Ticket - Missing Marks)

A valid ticket is one for which work begins within 10 calendar days after the legal start date AND work is not interrupted for more than 10 calendar days.

If a valid ticket needs to be re-marked, but a crew is not at the worksite, the caller will receive a new start date and time that is 24 hours from the current date and time, also known as a 24-hour relocate. If the excavator is aware which member's markings are missing on a valid ticket, they may contact the member, or the member's contract locating company directly, without calling Diggers Hotline. The member should respond as soon as possible.

If a valid ticket needs to be re-marked and the crew is at the work site, the caller will be issued a crew on-site relocate ticket. On such tickets, members should respond to the excavator within one hour to let them know when the site will be relocated. Even though the caller will receive a start date and time that is one hour from the current date and time, the ticket does not become valid until the members contact and/or relocate the site. Crew on-site relocates are not to be abused by callers; offenders may be referred to the Diggers Hotline Policy Adherence Committee.

Re-Marking (Work Not Started/Interrupted/Invalid Ticket)

If work has not started within 10 calendar days after the legal start date or work has been interrupted for more than 10 calendar days, the excavator should call Diggers Hotline and a 3-day relocate ticket will be issued with a new three working day start date.

Appointment Calls: For appointment calls, if the caller requests a second meeting with the member facility owners within 10 calendar days of the original start date, another appointment will be set for the next business day. In this case, the new start date will be three business days from the date of the appointment. If the caller requests a second appointment after 10 calendar days of the original start date, the appointment will be set three working days from the time of the call, and the site will be re-marked within three working days of the meeting.

The above discussion is reprinted from “2002 Excavators Guide to Diggers Hotline” with permission. Emphasis was added to certain paragraphs.

CONTRACTOR FAILURE TO PAY FOR UTILITY DAMAGE

If a contractor refuses to pay a claim from a utility company for damage to a utility facility, WisDOT may withhold payment to the contractor until the damage claim has been satisfied. First of all, you have to determine if the contractor was in violation of Statute 182.0175(2) (See [Figure 1-1](#)). If the utility facility was properly marked and the contractor damaged it, the utility company probably has a viable complaint. The Project Engineer can then withhold payment to the contractor until the damage claim has been settled. Once we are notified of a claim against the contractor (once we receive a copy of the claim/invoice) we can withhold that amount of money from the contractor until he/she proves that the claim has been settled.

Pertinent parts of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2003 Edition, are reprinted below:

107.22 Contractor’s Responsibility for Utility Facilities, Property, and Services

(1) The department expressly reserves for the proper authorities of the municipality in which the work is done the right to construct utility services in the highway or street, or to grant permits for the same, at any time. Coordinate and cooperate with utilities in the removal and rearrangement of existing facilities to minimize their service interruption and duplication of work by the utilities. At least 3 business days before breaking ground, the contractor shall notify the proper utility authorities that the contractor’s operations may affect their facilities including: streets, gas and water pipes, electric and other conduits, railroads, poles, manholes, catch basins, sewers, and other property. Never hinder or interfere with utility representatives in the protection or operation of their facilities. Obtain all necessary information regarding existing facilities. Protect existing facilities from damage and unnecessary exposure.

(2) Obtain all necessary information regarding the planned installation of new facilities identified in the contract. Make proper provision and give proper notification so the utilities can install new facilities at the proper time without delay or unnecessary inconvenience. Do not pave over the location of a new underground facility, planned for installation concurrently with this contract, before installing the facility.

(3) If the contractor damages or interrupts service, the contractor shall notify the utility promptly. Coordinate and cooperate with the utility in the repair of the facility. The department will determine who is responsible for repair costs as specified in Wisconsin statutes 66.0831 and 182.0175(2).

109.6.3.3 Retainage

(1) The department will withhold retainage from progress payment estimates for liquidated damages and claims including all of the following:

1. To provide for recovery of liquidated damages assessable against the contract under 108.11.
2. To cover claims against the contract filed with the department under chapter 779 of the Wisconsin statutes.
3. To provide for recovery of damage and tort claims assessable against the contract under 107.12.

107.12 Responsibility for Damage and Tort Claims

(1) The contractor and the contractor’s insurer shall defend, indemnify, and save harmless the following entities:

1. The state, its officers, agents, and employees. In this context, agents exclude consulting firms, Wisconsin counties and municipalities, and their respective officers and employees.

2. The county, town, or municipality in which the improvement is made, each of them separately or jointly, and their officers, agents, and employees.

(2) Defend, indemnify, and save harmless all entities in 107.12(1) from all suits, actions, or claims of any character brought because of one or more of the following:

1. Injuries or damages received or sustained by a person, persons, or property resulting from the contractor's operations.
2. Neglect in safeguarding the work.
3. Use of unacceptable materials in constructing the work.
4. Acts or omissions, neglect, or misconduct of the contractor.
5. Claims or amounts recovered for an infringement by the contractor of patent, trademark, or copyright.
6. Claims or amounts arising or recovered under the workers compensation act, relating to the contractor's employees.
7. The contractor's noncompliance with a law, ordinance, order, or decree relating to the contract.

(3) The department may retain payments due the contractor in amounts sufficient to cover the cost of suits, actions, or claims caused by the reasons specified in 107.12(2). The department will not release this retainage until the contractor furnishes satisfactory evidence of one of the following:

1. The contractor is adequately protected from the suits, actions, or claims with the insurance coverage's specified in 107.26 or other insurance.
2. The parties have settled the suits, actions, or claims.

Chapter 22

TRANS 233

GENERAL

Trans. 233 is an administrative rule that places certain requirements on land divisions that abut the State Trunk Highway (STH) system. It was first adopted in 1956, and at that time it only applied to subdivisions adjacent to a STH. The rule required that a highway setback be shown on all affected subdivisions, and it stated that no structures or improvements could be placed in the setback area. The rule also restricted the access from individual lots to the STH.

In order to avoid the Trans. 233 requirements, some people were dividing land by other methods. In 1998, the rule was revised to include all land divisions adjacent to a STH or a connecting highway. The revised rule also included additional restrictions regarding the reimbursement of utility facilities placed in the setback area.

Trans. 233.08 Setback Requirements and Restrictions is reproduced in Figure 22-1. Please note that there are two types of highway setback, a “normal” setback and a “reduced” setback. Both types of setbacks are subject to a variance procedure that allows the WisDOT to consider a request from a land divider to grant a special exception for a lesser setback depending upon the specific situation.

The “normal setback” is 110 feet from highway centerline or 50 feet from highway right of way line whichever is more restrictive. This “normal setback” can be automatically reduced to 100 feet from highway centerline or 42 feet from the highway right of way line whichever is more restrictive when there is a local ordinance that allows a setback that is less than the 110 feet or 50 feet. This “normal setback” applies to all major intersections and highways that are listed in Trans. 233.08(2)(c).

The “reduced” setback is 15 feet from the highway right of way line and applies to all highways not listed in Trans. 233.08(2)(c). These highways are low volume highways that are not expected to need expansion improvements within the next 20 years or more.

COMPENSATION IN SETBACK AREA

Utility facilities located in the setback area **are compensable if:**

1. They were placed prior to the land division being recorded. **OR**
2. They are in an easement that was acquired prior to February 1, 1999. **OR**
3. They were placed after the land division map is recorded but with prior notice, in writing, to the WisDOT. **OR**
4. They were erected or installed prior to the land division map being recorded, but modified after that time in a manner that increases the cost to remove or relocate the facility. In this case, only the costs of replacing the original facility will be reimbursed, unless the upgraded facility was placed with prior notice to WisDOT. If notice was given, the entire facility is eligible for reimbursement.

There is one possible exception to the above. On **connecting highways**, the utility facility is **only compensable if it qualifies under the applicable local setback rules and ordinances**. This was done because local units of government participate in the costs of connecting highway projects. It was felt unfair to require a local government to pay for utility relocation costs when the costs would not be eligible if the same work was done on a local street.

A connecting highway is a marked route of a State Trunk Highway system over the streets and highways in municipalities that WisDOT has designated as connecting highways. Municipalities have jurisdiction over the connecting highways and are responsible for their maintenance and traffic control. A listing of connecting highways and geographic end points is available in WisDOT's ["Official State Trunk Highway System and the Connecting Highways"](#) booklet that is published annually as of December 31.

PRIOR NOTICE

The prior notice referred to in number 3 and 4 above has certain requirements. The notice shall contain a plan showing the nature of the work and the distance of the work from the nearest right-of-way line. The notice shall be sent to the appropriate Transportation District office.

Form DT1733 (See [Figure 22-5](#)), along with appropriate sketches, may be used by the utility company to provide all of the basic information needed to process a request to locate utility facilities in the highway setback area.

The notice shall be sent at least **30 days** prior to construction **for normal utility work**. The timeframe shall be at least **5 days** prior to construction **for any routine minor utility erection or installation work**. For any **major utility projects**, the **notice shall be sent at least 60 days** prior to construction.

Major utility projects include, but are not limited to, work involving transmission towers, communication towers, water towers, pumping stations, lift stations, regulator pits, remote switching cabinets, pipelines, electrical substations, wells, gas substations, antennae, satellite dishes, treatment facilities, electrical transmission lines, and facilities of similar magnitude.

Routine minor utility erection or installation work refers to single residential distribution facilities and similar inexpensive work of less magnitude. This includes work that would qualify for the Annual Service Connection Permit under the "WisDOT Utility Accommodation Policy".

The notice and plan requirement does not apply to maintenance work on existing facilities.

After WisDOT receives the notice, WisDOT shall determine whether a planned highway project in the 6-year improvement program or a planned major highway project will conflict with the proposed utility work. If WisDOT determines a conflict exists, it will

notify the utility in writing within a timeframe similar to the submittal timeframe (5, 30 or 60 days, depending on the nature of the work) and request that the utility consider alternative locations that do not conflict with the planned highway work. WisDOT will work with the utility to find a route that does not conflict.

If WisDOT and the utility are unable to find a suitable location, the utility may proceed with its work, but WisDOT may not compensate the utility for damages or relocation with respect to the planned highway project. **In order to avoid payment of compensation or other damages to the utility, WisDOT is required to record a copy of its written notice to the utility of the conflict, that adequately describes the property and utility work involved, with the register of deeds in the county in which the utility work or any part of it is located.** A recordable form (Notice of Non-Reimbursement) will be developed for such use. It is the hope of WisDOT that this form is never used, but rather a suitable location is found for the utility work.

The District Trans. 233 coordinator, the Utility Coordinator, the Project Development section and the planning unit must work together to receive the prior notice, determine whether there are any proposed projects, avoid conflicts with any such projects, and document the entire process.

Sample letters to utilities for both the approval and objection situations are shown in [Figures 22-3](#) and [22-4](#). These letters must be kept forever in the district files. They should be referenced so that they can be easily retrieved when future highway projects require them.

FACILITIES INSTALLED PRIOR TO LAND DIVISION

What if a utility installs a facility in a setback on a proposed land division before the land division is recorded? There is not much we can do about it; it is not improper since the setback area is created when the land division is recorded. However, if there is a utility permit application for work on the right of way that is also associated with the work off of the right of way, we should be looking for potential conflicts not only within the existing right of way but also for conflicts within the proposed new right of way. We should alert the utility to any potential conflicts so that they may avoid adjustments to their facilities in the future. We can't legally require them to make adjustments off of the existing right of way, but it is good business practice for them to do so. If there is no utility permit required, we may not find out about the installation. There is nothing we can do about that.

SHOWING UTILITY EASEMENTS ON LAND DIVISIONS

Sometimes, utility companies require land dividers to put utility easements on land divisions at the time of the creation of the land division. This establishes the easement when the land division is recorded, but no other documents are needed (there is no easement recorded separately). Some counties send all land divisions to the utility companies serving the area. Some utility companies require the developer to put a utility easement on the land division prior to recording. Also, some counties require subdivisions to have utility easements. WisDOT has not objected to utility easements on subdivisions because the thinking was that the easements were needed to serve the subdivision. However, on a CSM, the utility may just be obtaining the easement for some potential future use.

It should be clear on the land division map how and when the easements were obtained. If the easement was obtained prior to the land division, there should be recording information shown on the map. There are unrecorded utility easements, which were common in the earlier part of the last century (1900's) when landowners did not like to sign documents related to their land. However, in those cases, the utility has obtained prescriptive rights by now, and that should be stated on the map. A note saying something like "Placed in 1957, prescriptive rights established per WI statute 893.28(2)". WisDOT recognizes a utilities' prescriptive right after 10 years without the utility filing any documents. (That is not technically correct, but that is our practice.)

It should be noted that the surveyor of a land division will not always know when facilities were placed, and therefore may not be able to determine prescriptive rights, however, for WisDOT right of way plats this information will have to be ascertained.

Existing easement information can be difficult to track down. The original easement may have covered 160 acres or more without any specific location. This type of easement was not always brought forward properly in subsequent land divisions. However, the utility company can usually produce the original easement, or can provide the date of installation that indicates a prescriptive right. If the easement is being created as part of the land division, there will be some wording on the map stating the name of the utility company and what the conditions of the easement are. This will document that the easement does not pre-date the land division. If the easement is shown simply as "Utility Easement" without any company name or specific restrictions stated, it is probably created at the time of the land division. If that is incorrect, the utility will have to prove the easement existed prior to the land division.

Any existing facilities in the easement must be shown to document that they existed prior to the land division. (If the surveyor neglects to show the existing utilities, the utility company will bear the burden of proving the facility existed prior to the land division should they seek compensation in the future.) Any facilities placed after the land division is created are subject to our requirement of prior notification, unless the easement was recorded prior to February 1, 1999. The utility easement recording information will help us identify this situation.

UTILITY PERMITS & Trans. 233

Trans. 233.05(3) states "...The department **may not issue any permit** under s. 86.07, Stats., prior to favorable department review of the preliminary or final land division map or, for a subdivision plat, prior to the department's certification of no objection."

Utility permits are issued under statute 86.07(2), and therefore no utility or annual service connection permit can be issued for a land division until WisDOT has certified the land division. **This means that the utility permit coordinator must determine whether the permit or service connection being applied for involves property that is subject to Trans. 233, and whether or not the land division has been certified by WisDOT. If the land division has not been certified, the permit cannot be issued.**

Lands are not subject to Trans. 233 until a land division has been submitted to WisDOT for either a conceptual, preliminary or final review, OR if a land division has been recorded without WisDOT certification, in which case it would be an illegal land division. See Trans. 233.03, "Procedures for Review" for more information on conceptual, preliminary and final reviews. Of course, it is important to remember that Trans. 233 only applies to land divisions adjacent to a STH, but usually there would also be no permit involved in land divisions that are not adjacent to the STH.

If the utility company states that a permit application is for a new land division but the department has not received any submittal from the land divider more research should be done. It is possible that a land division was recorded without going through the required Trans. 233 review. However, if we discover that a land division has not been recorded, there is nothing that we can do. We cannot deny a permit. The fact that the utility company has knowledge of a proposed land division is not sufficient cause to deny a permit. A property owner can make improvements to his/her property at anytime without WisDOT's approval unless there are existing restrictions on the property. The property owner can build improvements on his/her property and then divide it; in this case the improvements would exist at the time of the land division and they would be "grand fathered". In some cases, a proposed land division never takes place for various reasons unrelated to WisDOT actions. A land division may just be proposed but may never occur, or it may occur after the utility facilities are built.

If the utility permit coordinator is suspicious that an illegal land division is or may be taking place, he/she should notify the Trans. 233 coordinator as soon as possible. The Trans. 233 coordinator would then inform the landowner of his/her legal obligation to acquire WisDOT approval before the land division is recorded.

Trans 233.015 Definitions.

(6) "Public utility" means any corporation, company, individual or association that furnishes products or services to the public, and that is regulated under ch. 195 or 196, Stats., including railroads, telecommunications or telegraph companies, and any company furnishing or producing heat, light, power, cable television service or water, or a rural electrical cooperative, as described in s. 32.02 (10), Stats.

(9) "Utility facility" means any pipe, pipeline, duct, wire line, conduit, pole, tower, equipment or other structure used for transmission or distribution of electrical power or light or for the transmission, distribution or delivery of heat, water, gas, sewer, telegraph or telecommunication service, cable television service or broadcast service, as defined in s. 196.01(1m), Stats.

History: Cr. Register, January, 1999, No. 517, eff. 2-1-99; cr. (1m), (1r), (2m), (5m), (6m), (6r), (7m) and (8m), Register, January, 2001, No. 541, eff. 2-1-01.

Trans 233.08 Setback requirements and restrictions.

(1) Except as provided in this section or in s. Trans 233.11 or, with respect to connecting highways, as provided in s. 86.16 (1), Stats., no person may erect, install or maintain any structure or improvement within a setback area determined under sub. (2) or (3).

(2) (a) Except as provided in par. (b), the setback area is the area within 110 feet of the centerline of a state trunk highway or connecting highway or within 50 feet of the nearer right-of-way line of a state trunk highway or connecting highway, whichever is furthest from the centerline.

(b) If an applicable ordinance allows structures or improvements to be located closer to the right-of-way of a state trunk highway or connecting highway than is provided under par. (a), the setback area is the area between the right-of-way and the more restrictive of the following:

1. The distance allowed under the ordinance.
2. 42 feet from the nearer right-of-way line.
3. 100 feet from the centerline.

(c) At least once every 2 years, the department shall produce general reference maps that generally identify major intersections and the highways specified in pars. 1. to 5. The department may reduce or extend, by not more than 3 miles along the highway, the area subject to a setback established under par. (a) or (b) to establish logical continuity of a setback area or to terminate the setback area at a readily identifiable physical feature or legal boundary, including a highway or property boundary. Persons may seek special exceptions to the setback requirement applicable to these major intersections and highways, as provided in s. Trans 233.11(3). The setback area established under par. (a) or (b) applies only to major intersections and to highways identified as:

1. State trunk highways and connecting highways that are part of the national highway system and approved by the federal government in accordance with 23 USC 103(b) and 23 CFR 470.107(b).
2. State trunk highways and connecting highways that are functionally classified as principal arterials in accordance with procedure 4-1-15 of the department's facilities development manual dated July 2, 1979.
3. State trunk highways and connecting highways within incorporated areas, within an unincorporated area within 3 miles of the corporate limits of a first, second or third class city, or within an unincorporated area within 1-1/2 miles of a fourth class city or a village.
4. State trunk highways and connecting highways with average daily traffic of 5,000 or more.
5. State trunk highways and connecting highways with current and forecasted congestion projected to be worse than level of service "C," as determined under s. Trans 210.05(1), within the following 20 years.

Note: The National Highway System (NHS) includes the Interstate System, Wisconsin's Corridors 2020 routes, and other important routes. Highways on the NHS base system were designated by the Secretary of USDOT and approved by Congress in the National Highway System Designation Act of 1995. NHS Intermodal Connector routes were added in 1998 with the enactment of the Transportation Equity Act for the 21st Century. Modifications to the NHS must be approved by the Secretary of USDOT. Guidance criteria and procedures for the functional classification of highways are provided in (1) the Federal Highway Administration (FHWA) publication "Highway Functional Classification—Concepts, Criteria and Procedures" revised in March 1989, and (2) former ch. Trans 76. The federal publication is available on request from the FHWA, Office of Environment and Planning, HEP-10, 400 Seventh Street, SW., Washington, DC 20590. Former ch. Trans 76 is available from the Wisconsin Department of Transportation, Division of Transportation Investment Management, Bureau of Planning. The results of the functional classification are mapped and submitted to the Federal Highway Administration (FHWA) for approval and when approved serve as the official record for Federal-aid highways and one basis for designation of the National Highway System. In general, the highway functional classifications are rural or urban: Principal Arterials, Minor Arterials, Major Collectors, Minor Collectors, and Local Roads. The definition of "level of service" used for this paragraph is the same as in ss. Trans 210.03(4) and 210.05(1) for purposes of the MAJOR HIGHWAY PROJECT NUMERICAL EVALUATION PROCESS. In general, the "level of service" refers to the ability of the facility to satisfy both existing and future travel demand. Six levels of service are defined for each type of highway facility ranging from A to F, with level of service A representing the best operating conditions and level of service F the worst. Department engineers will use the procedures outlined in the general design consideration guidelines in Chapter 11, Section 5 of the Wisconsin Department of Transportation's Facilities Development Manual to determine the level of highway service. Under the rule as effective February 1, 1999, s. Trans 233.08(1) provides 4 ways to erect something in a setback area (1) for utilities, follow the procedures set forth in the rule, (2) obtain a variance (now "special exception"), (3) for utilities, get local approval for utilities on or adjacent to connecting highways, or for utilities within the right of way of state trunk highways, get department approval (a mere "technical" exception), and (4) erect something that doesn't fall within the definition of "structure" or within the definition of "improvement." The provision below now adds a fifth "exception," (5) be 15 feet or more out-side the right of way line of a defined and mapped set of highways.

(d) In addition to producing general reference maps at least once every 2 years that identify highways and intersections under par. (c), at least every 2 years the department shall also produce more detailed reference maps suitable for use in the geographic area of each district office.

(3) If any portion of a service road right-of-way lies within the setback area determined under sub. (2), the setback area shall be increased by the lesser of the following:

- (a) The width of the service road right-of-way, if the entire service road right-of-way lies within the setback area. Any increase under this paragraph shall be measured from the boundary of the setback area determined under sub. (2).
- (b) The distance by which the service road right-of-way lies within the setback area, if the entire service road right-of-way does not lie within the setback area. Any increase under this paragraph shall be measured from the nearer right-of-way line of the service road.

Note: For example, if a service road ROW extends 15 feet (measured perpendicularly to the setback) into the setback determined under sub. (2), and runs for a distance of 100 feet, the setback determined under sub. (2) shall be pushed 15 feet further from the centerline, running for a distance of 100 feet. See Graphic.

See Graphic on Page 5 of Figure 22-1

(3m) (a) Notwithstanding sub. (1), a public utility may erect, install or maintain a utility facility within a setback area.

(b) If the department acquires land that is within a setback area for a state trunk highway, as provided by this chapter, and on which a utility facility is located, the department is not required to pay compensation or other damages relating to the utility facility, unless the utility facility is any of the following:

1. Erected or installed before the land division map is recorded.
2. Erected or installed on a recorded utility easement that was acquired prior to February 1, 1999.
3. Erected or installed after the land division map is recorded but with prior notice in writing, with a plan showing the nature and distance of the work from the nearest right-of-way line of the highway, to the department's appropriate district office within a normal time of 30 days, but no less than 5 days, before any routine, minor utility erection or installation work commences, nor less than 60 days, before any major utility erection or installation work commences, if any utility work is within the setback.

Note: For purposes of this section, "major utility erection or installation work" includes, but is not limited to, work involving transmission towers, communication towers, water towers, pumping stations, lift stations, regulator pits, remote switching cabinets, pipelines, electrical substations, wells, gas substations, antennae, satellite dishes, treatment facilities, electrical transmission lines and facilities of similar magnitude. "Routine minor utility

erection or installation work" refers to single residential distribution facilities and similar inexpensive work of less magnitude. The concept behind the flexible, "normal time of 30 days" standard for utility submission of notice and plans to the department is to encourage and require at least 60 days notice from utilities for larger, complex or expensive installations, but not for routine, minor utility work that has traditionally involved only a few days notice for coordination and issuance of utility permits by the department for which a minimum of 5 days notice is mandatory. However, the normal time for submission and review is 30 days. This notice and plan requirement does not apply to maintenance work on existing utilities.

4. Erected or installed before the land division map is recorded but modified after that date in a manner that increases the cost to remove or relocate the utility facility. In such a case, the department shall pay compensation or other damages related to the utility facility as it existed on the date the land division map was recorded, except that if the modification was made with prior notice in writing, with a plan showing the nature and distance of the work from the nearest right-of-way line of the highway, to the department's appropriate district office within a normal time of 30 days, but no less than 5 days, before any routine, minor utility erection or installation work commences, nor less than 60 days, before any major utility erection or installation work commences, if any utility work is within the setback, then the department shall pay compensation or other damages related to the utility facility as modified.

(c) If a local unit of government or the department acquires land that is within a setback area for a connecting highway as provided by this chapter and on which a utility facility is located, the department is not required to pay compensation or other damages relating to the utility facility, unless the utility facility is compensable under the applicable local setbacks and the utility facility is in any of the categories described in sub. (b)1. to 4.

Note: A "connecting highway" is not a state trunk highway. It is a marked route of the state trunk highway system over the streets and highways in municipalities which the Department has designated as connecting highways. Municipalities have jurisdiction over connecting highways and are responsible for their maintenance and traffic control. The Department is generally responsible for construction and reconstruction of the through lanes of connecting highways, but costs for parking lanes and related municipal facilities and other desired local improvements are local responsibilities. See ss. 84.02 (11), 84.03 (10), 86.32 (1) and (4), and 340.01 (60), Stats. A listing of connecting highways and geographic end points are available in the department's "Official State Trunk Highway System and the Connecting Highways" booklet that is published annually as of December 31.

(d) The department shall review the notice and plan to determine whether a planned highway project within a 6-year improvement program under s. 84.01 (17), Stats., or a planned major highway project enumerated under s. 84.013 (3), Stats., will conflict with the planned utility facility work. If the department determines a conflict exists, it will notify the utility in writing within a normal time of 30 days, but no more than 5 days, after receiving the written notice and plan for any routine, minor utility erection or installation work, nor more than 60 days, after receiving the written notice and plan for any major utility erection or installation work, and request the utility to consider alternative locations that will not conflict with the planned highway work. The department and utility may also enter into a cooperative agreement to jointly acquire, develop and maintain rights of way to be used jointly by WISDOT and the public utility in the future as authorized by s. 84.093, Stats. If the department and utility are not able to make arrangements to avoid or mitigate the conflict, the utility may proceed with the utility work, but notwithstanding pars. (b) and (c), the department may not pay compensation or other damages relating to the utility facility if it conflicts with the planned highway project. In order to avoid payment of compensation or other damages to the utility, the department is required to record a copy of its written notice to the utility of the conflict, that adequately describes the property and utility work involved, with the register of deeds in the county in which the utility work or any part of it is located.

Note: The Department will make the general and detailed maps readily available to the public on the internet and through other effective means of distribution.

(3n) Any person may erect, install or maintain any structure or improvement at 15 feet and beyond from the nearer right-of-way line of any state trunk highway or connecting highway not identified in s. Trans 233.08(2)(c). Any person may request a special exception to the setback requirement established under this subsection, as provided in s. Trans 233.11(3). This subsection does not apply to major intersections or within the desirable stopping sight distance, as determined under procedure 11–10–5 of the department’s facilities development manual dated June 10, 1998, of the intersection of any state trunk highway or connecting highway with another state trunk highway or connecting highway. This subsection does not supersede more restrictive requirements imposed by valid applicable local ordinances.

Note: Technical figures 2, 3, 3m, 4, 4m, 5, 6 and 6m within Procedure 11–10–5 have various dates other than June 10, 1998 or are undated.

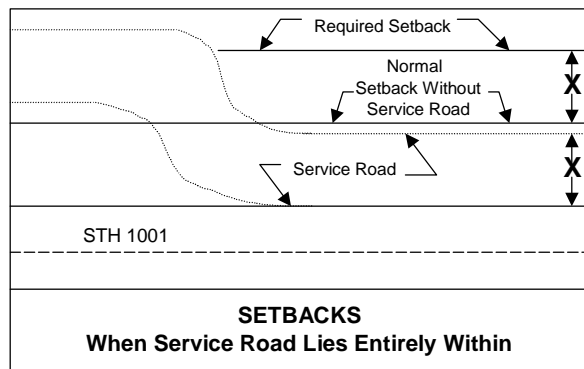
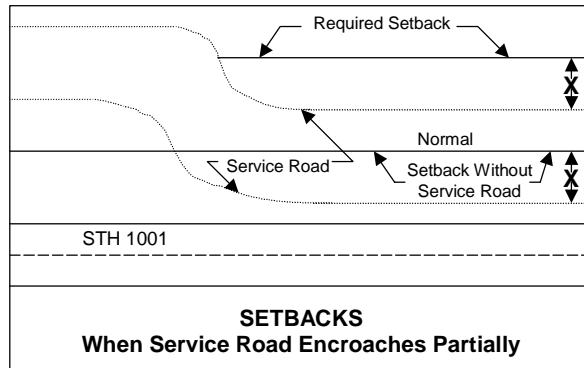
(4) The land division map shall show the boundary of a setback area on the face of the land division map and shall clearly label the boundary as a highway setback line and shall clearly show existing structures and improvements lying within the setback area.

(5) The owner shall place the following restriction upon the same sheet of the land division map that shows the highway setback line:

“No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the County Highway Department.”

If on a CSM there is limited space for the above restriction on the same sheet that shows the setback line, then the following abbreviated restriction may be used with the standard restriction placed on a subsequent page: “Caution – Highway Set-back Restrictions Prohibit Improvements. See sheet _____.”

History: Cr. Register, January, 1999, No. 517, eff. 2–1–99; cr. (2) (c), (d) and (3n), Register, January, 2001, No. 541, eff. 2–1–01.



CORRESPONDENCE MEMO _____

Date: January 28, 1999

To: District Utility Coordinators, District Land Division Reviewers

From: Ernest J. Peterson, Utility/Access Management Engineer

Re: **TRANS. 233 & Utilities**

Revised TRANS. 233 becomes effective on Monday, February 1, 1999. It affects utility facilities, and the district Utility Coordinators will be involved in the new requirements/process.

TRANS. 233 creates a setback area in every land division (CSM, subdivision, county plat, condominium plat, or any other land division). The setback is 50 from the R/W line, or 110 feet from the centerline of the R/W, whichever is the most restrictive. **Utilities may occupy the setback, but they are only compensable under the following scenarios:**

1. Utility facility is erected or installed before the land division map is recorded.
2. Utility facility is erected or installed on a recorded utility easement that was acquired prior to February 1, 1999.
3. Utility facility is erected or installed after the land division map is recorded, but with prior notice in writing to the DOT.
4. Utility facility is erected or installed before the land division map is created, but modified after that date in a manner that increases the cost to remove or relocate the facility. In this case, the DOT pays the cost for the original facility only, unless the modification was made with prior notice in writing to DOT.

Compensation is further restricted by the following:

1. On connecting highways, the utility facility is only compensable if it is compensable under the applicable local setbacks.
2. The DOT will review the notice of a proposed utility facility and determine whether it conflicts with a planned highway project within the 6-year improvement program or a major highway project. **If the DOT determines that a conflict exists, the DOT will notify the utility in writing and request the utility to consider alternative locations that will not conflict with the planned highway work.** If the DOT and utility are not able to avoid or mitigate the conflict, the utility may proceed with the work but the DOT may not pay compensation or other damages relating to the utility facility if it conflicts with the planned highway project. **In order to avoid payment of compensation the DOT is required to record a copy of its written notice of non-reimbursement with the county register of deeds.**

Trans. 233 only applies to land divisions created after Feb 1, 1999. Any CSM, subdivision, or other land division will have to have a setback from a STH (or IH, or USH). If a utility wants to locate in that setback, we want the utilities to come to us with their plans. We should be looking at the plans with an eye toward future highway projects (6 year plan and majors). If their plans present a possible conflict with our plans, we ask them to change their plan. If we can't agree on a location that would not interfere with our future plans, then we would issue a notice of non-reimbursement.

When they (utilities) bring in a plan, we will have to check to see if it crosses any land divisions created after Feb. 1, 1999. If it does, we will have to look at the plan in the land division area. Does that conflict with our future plans? If not, we approve, sending a letter stating so. If it does conflict with our plan, we should work with them to find a location that doesn't conflict. If we can't find a mutually agreeable location, we issue the notice of non-reimbursement.

Each district will have to keep track of land divisions created after February 1, 1999. District 6 has developed a database and a SDS GIS application that they have offered to share with all districts. It is a good method of keeping track of this information. Copies of the database were distributed to the land division reviewers in each district. Contact your district's land division reviewer for more information (see list below), ~~or contact Ray Drake (715-836-7279) of Dist. 6~~ if you have questions or would like more information on the system they use.

We should also keep track of reviewed utility plans. Each district will have to develop a way of tracking these reviewed plans. A spreadsheet or database with geographic information (such as quarter/quarter/section/town/range) should be included in the data so that it can be tied to a GIS system in the future. If you want to keep copies of the plans you approve, you must consider the storage space requirements and the retention period.

I don't know how many utility plans we can anticipate. Initially, probably not many, since it only applies to land divisions created after Feb. 1. However, since many land divisions are in growing areas, we could see some utility expansions into these areas in the near future. When someone creates a spreadsheet or database for tracking the utility plans, please let me know and I will share it with the other districts so that we avoid duplication of efforts. We can also discuss at our annual meeting in September.

The utility plan review process will have to be a joint effort of Planning and the utility coordinator. The utilities will probably bring things to the utility coordinator. The coordinator is the person most familiar with utility plans, jargon, etc., so the coordinator should work with Planning on this. Each district will have to develop a procedure for reviewing proposed utility installation plans.

There are timeframes established in the law. Utilities have to give us the following minimum notification:

Normal utility work **30 days** prior to starting work

Routine work **5 days** prior (single residential distribution facilities and similar inexpensive work. Would include all annual service connection permit-type of work)

Major utility work **60 days** prior (includes transmission towers, communication towers, water towers, pumping stations, lift stations, regulator pits, remote switching cabinets, pipelines, electrical substations, wells, gas substations, antennae, satellite dishes, treatment facilities, electrical transmission lines and facilities of similar magnitude.)

Obviously we have to reply prior to construction, and the sooner the better if we have problems with their plans.

We don't anticipate many notices of non-reimbursement. We hope that we can work with the utilities to find locations that don't pose a future conflict. If you do run into a situation where you need a notice of non-reimbursement, let me know. I am responsible for working with the Office of General Counsel to develop a form to use for that. However, I am not actively pursuing that at this time. (There are other legal issues that are more important, such as Cooperative Acquisition.) When we need the form, let me know and I will work on that if I have not already done so. Remember, for something to be non-compensable, we have to file a notice of non-reimbursement. If the notice is not filed, the facility will be compensable.

This topic is something you should discuss with the land division reviewer in your district. Here is a list of who they are:

- 1 Tammy Williamson & Lori Hornbeck (4/01)
- 2 Sue Voight & Charlie Gilbertson (4/01)
- 3 ~~Dave Andre~~ & Jackie Eisch (4/01)
- 4 ~~Donna Yanda~~
- 5 Mike Lenz (4/01)
- 6 Diane Schermann (4/01)
- 7 ~~Bob Winat~~ (4/01)
- 8 Kathy Nault (4/01)

If you have any more questions about this, let me know. I've tried to cover everything, but I may have missed something. It's new and we haven't thought of everything I'm sure.

Date

Name

Utility Company

Street

City

Dear Mr/Ms ____

RE: Proposed Utility Location in Highway Setback

WisDOT TRANS 233 Review Approval

Name or Identifier of Subdivision/CSM/Land division

MUNICIPALITY

¼ ¼ Section, Town, Range *(may be multiple sections on a long project)*

COUNTY

STH

We have reviewed the proposed utility installation at the above location and have found no conflict with planned WisDOT highway improvement projects.

Any facilities placed in easements within the “highway setback” as shown on the proposed plan will be compensable in the event they must be adjusted to accommodate a future highway project.

I have signed and returned the “**Trans. 233 Notification To Construct And Operate Utility Facilities Adjacent To Highway Right of Way**” form which you submitted to our office. *Optional, use only if they submitted form DT1733.*

Sincerely,

Name

District Trans. 233 Review Coordinator or District Utility Coordinator

Phone Number

WISCONSIN DEPARTMENT OF TRANSPORTATION

Date

Name

Utility Company

Street

City

Dear Mr/Ms ____

RE: Proposed Utility Location in Highway Setback

WisDOT TRANS 233 Review Objection

Name or Identifier of Subdivision/CSM/Land division

MUNICIPALITY

¼ ¼ Section, Town, Range *(may be multiple sections on a long project)*

COUNTY

STH

We have reviewed the proposed utility installation at the above location and have found potential conflicts with a planned highway improvement project. We request that you make the following changes:

Provide details as to what they must do to avoid conflicts. Include highway plan sheets, cross sections, and construction details if available. The required depths of the utility facility should also be provided, if relevant.

If you have any questions regarding our planned project, please contact ____, the project manager on this project, at (XXX) XXX-XXXX.

Thank you for your cooperation in this matter. These changes will reduce the possibility that your facilities will have to be adjusted in conjunction with our proposed project. In the event that our plans change, and you do have to make adjustments, you will be compensated for that work, provided you abide by the above request.

If you do not make the requested changes, any facilities placed in easements within the “highway setback” as shown on the proposed plan will **NOT** be compensable in the event they must be adjusted to accommodate a future highway project.

I have signed and returned the “**Trans. 233 Notification To Construct And Operate Utility Facilities Adjacent To Highway Right of Way**” form which you submitted to our office noting that there are conflicts with our proposed plans. If you resubmit the form after making the above requested changes to your plans, I will check the “Yes” box on this form and you will be eligible for future compensation. *Optional, use only if they submitted form DT1733.*

Sincerely,

Name

District Trans. 233 Review Coordinator or District Utility Coordinator

**TRANS 233 NOTIFICATION TO CONSTRUCT
AND OPERATE UTILITY FACILITIES ADJACENT TO
HIGHWAY RIGHT-OF-WAY**

DT1733 2000

Location Description – Quarter section, section, township, range, etc. To each copy of the application, attach one copy of the sketch showing location	Proposed Work Location <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> City OF County
Applicant Name and Address	Anticipated Construction Starting Date Applicant Work Order (If any) Date of Trans 233 Notification Submitted

Highway	Utility Facility/Work Type	Line Orientation
<input type="checkbox"/> STH	<input type="checkbox"/> Electric	<input type="checkbox"/> Gas/Petroleum
<input type="checkbox"/> USH	<input type="checkbox"/> Communications	<input type="checkbox"/> Sanitary Sewer
<input type="checkbox"/> Interstate	<input type="checkbox"/> Water	<input type="checkbox"/> Overhead
		<input type="checkbox"/> Underground

Note: The Wisconsin Department of Transportation (DOT) has a normal time of 30 days, but no less than 5 days, before any routine, minor utility erection or installation work commences, or less than 60 days before any major utility erection or installation work commences, to respond to the utility regarding the utility project. If the DOT's response is not made within these time frames, this utility project is eligible for future compensation in accordance with the DOT's utility reimbursement policy.

Name of Utility Person Responsible for Notification	Area Code - Telephone Number
---	------------------------------

The proposed utility installation, as identified above and shown on the attached drawings is not in conflict with the Six-Year Highway Improvement Program or Major Projects and is in compliance with the "Wisconsin Department of Transportation's Utility Accommodation Policy", current edition, and Wisconsin Administrative Code, Trans. 233. Future relocation is reimbursable to the utility in conformance with the Department's utility reimbursement policy.

☐ Yes, this project is compatible with known DOT projects ☐ No, a conflict exists

(For Wisconsin Department of Transportation)

(Date)

(Title)

(Telephone Number)

Chapter 23

UTILITY LOAN PROGRAM

GENERAL

Budgeting and scheduling a utility relocation for a highway project can be problematic for utility companies. In an effort to reduce the problems associated with budgeting for a project, WisDOT created a loan program whereby a utility could obtain a loan to do facility relocations prior to the start of the highway project. Statute 84.065 (see [Figure 23-1](#)) and Administrative Rule Trans. 30 (See [Figure 23-2](#)) established the loan program.

ELIGIBILITY

To be eligible for a loan, the applicant must fit the definition of “public utility” as defined in s.196.01(5) or be a telecommunications carrier as defined in s. 196.01(8m).

The applicant must have been in business in Wisconsin for a continuous period of not less than 5 years prior to the date of the loan application.

The applicant may not have a total of more than \$200,000 in loan funds outstanding under this program at one time.

The work involved must be related to a highway improvement project on the State Trunk Highway or Connecting Highway system, where “improvement” has the meaning given in s. 84.06(1).

84.06 Highway construction. (1) DEFINITIONS. In this section, “improvement” or “highway improvement” includes construction, reconstruction and the activities, operations and processes incidental to building, fabricating or bettering a highway, public mass transportation system or street, but not maintenance.

Exclusions:

- Work that is reimbursable by the department under other policies or programs is not eligible for a loan.
- Work that is not adversely affecting the ability of the WisDOT’s highway contractor to start, progress and complete a highway improvement in accordance with the programmed highway construction schedule is not eligible for a loan.
- Work that is to be carried out concurrent with highway construction is not eligible for a loan.

REQUIREMENTS/RESTRICTIONS

The loan may be repaid without interest before the date on which the contract for the highway improvement project, which the work is associated with, is awarded.

The loan shall require the payment of interest on the outstanding balance of the loan that is not repaid by the date on which the highway improvement project is awarded, accruing from the date on which that contract is awarded. Interest shall be charged at a rate equal to the weekly prime rate for the week prior to the date on which the contract is awarded, as reported by the Federal Reserve board in Federal Reserve statistical release H. 15, plus 1%.

The loan agreement shall require repayment of the principal and payment of any accrued interest within one year of the date on which the contract is awarded.

The loan request must be for at least \$20,000 but not more than \$200,000.

WisDOT may not loan funds more than two years before, or within 90 days of, the scheduled letting of the related highway construction contract.

The utility's records are subject to audit by the Department. The records shall be retained for at least 3 years from the date the loan was repaid.

The total outstanding balance of all loans under this program may not exceed \$500,000.

LOAN APPLICATION PROCESS

1. Utility fills out a Loan Application and submits it to the District Office.
(See [Figure 23-3](#))
2. The District determines if the application is in compliance with 84.065 and Trans. 30 within 45 days of receipt.
3. If the District supports the loan request, they submit the application to the Design Services Section of the Bureau of Highway Development for review within 10 days of the completion of the District's review.
4. The Design Services Section reviews the application and, if in agreement, the Director of the Bureau of Highway Development approves/denies the loan application within 30 days of receipt.
5. The Design Services Section notifies the District of the approval/denial and the District sends a letter to the utility notifying them that the application was approved/denied and, if approved, sends the applicant a Utility Loan Agreement (See [Figure 23-4](#)) to be executed by the utility. [Figure 23-5](#) is an example cover letter for an approved loan application.
6. The utility returns the signed agreement to the District. The District forwards the agreement to the Design Services Section for signature by the Director of the Bureau of Highway Development. **NOTE: A loan agreement is void unless it is executed within 60 days of the approval of the loan application.**

7. The signed agreement is returned to the district. The district sends a copy of the agreement to the utility along with a cover letter explaining the disbursement of funds procedure.
8. The utility notifies the department when they are ready to start work within 30 days of the receipt of loan funds.
9. The department shall disburse the full amount of the approved loan to the recipient within 30 days of receipt of written notice from the recipient that the relocation or alteration work for which the loan was approved will commence within 30 days after receipt of the loan funds.
10. The loan is repaid according to the terms of the agreement.

84.065 Railroad and Utility Alteration and Relocation Loan Program

(1) PURPOSE. The purpose of this section is to promote the state's interest in preserving and improving state trunk and connecting highways by means of a program to provide loans for railroad and public utility alterations and relocations associated with highway improvement projects.

(2) DEFINITIONS... In this section:

- (a) "Improvement" has the meaning given in s. 84.06 (1).
- (b) "Public utility" has the meaning given in s. 196.01 (5) and includes a telecommunications carrier, as defined in s. 196.01 (8m).
- (c) "Railroad" has the meaning given in s. 195.02 (1).

(3) ADMINISTRATION... The department shall administer a loan program to assist public utilities and railroads with the costs of utility and railroad alterations and relocations that are associated with state trunk and connecting highway improvement projects and that are not subject to reimbursement by the department. The department shall have all powers necessary and convenient to implement this section, including the following powers:

- (a) To specify conditions of eligibility for loans under this section. Such conditions shall include the requirement that the utility or railroad alteration or relocation must be part of a planned state trunk or connecting highway improvement project.
- (b) To receive applications for loans under this section and to prescribe the form, nature and extent of the information which shall be contained in applications.
- (c) To establish standards for the approval of loans under this section.
- (d) To enter into loan agreements with applicants to ensure the proper use

and prompt repayment of loans under this section. The loan agreement shall permit the loan to be repaid without interest before the date on which the contract for the improvement project with which the utility or railroad alteration is associated is awarded. The loan agreement shall require the payment of interest on the outstanding balance of any loan that is not repaid by the date on which that contract is awarded, accruing from the date on which that contract is awarded. Interest shall be charged at a rate equal to the weekly prime rate for the week prior to the date on which the contract is awarded, as reported by the Federal Reserve board in Federal Reserve statistical release H. 15, plus 1%. The loan agreement shall require repayment of the principal and payment of any accrued interest within one year of the date on which the contract is awarded.

- (e) To audit and inspect the records of loan recipients.

(4) FUNDS. Subject to s. 86.255, the department may make loans under this section from the appropriations under s. 20.395 (3) (bv) and (cv). The total outstanding balance of loans under this section may not exceed \$500,000.

(5) RULES. The department may promulgate rules as necessary to implement this section.

History: 1989 a.31; 1991 a. 39; 1993 a. 496; 1999 a.9.

Chapter Trans 30

RAILROAD AND PUBLIC UTILITY ALTERATION AND RELOCATION LOAN PROGRAM

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Trans 30.01 Purpose and scope. The purpose of this chapter is to provide loans to railroad and public utility companies to encourage them to alter or relocate their facilities in advance of the department awarding contracts on state trunk and connecting highway improvement projects where such alteration or relocation work is not otherwise reimbursable by the department. Loans shall be repaid with or without interest, as prescribed in s. 84.065 (3) (d), Stats.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

Trans 30.02 Definitions.

(1) The definition of words and phrases in s. 84.065(2), Stats., apply to this chapter.

In this chapter:

(2) “Alteration” means changing, modifying or adjusting railroad or public utility facilities.

(3) “Applicant” means a railroad company or a public utility company applying for a loan under this chapter.

(4) “Connecting highway” has the meaning given in s. 340.01 (9), Stats.

(5) “Department” means the department of transportation.

(6) “Improvement” has the meaning given in s. 84.06 (1), Stats.

(7) “Loan agreement” means a signed document which sets forth the understandings between an applicant and the department for alteration or relocation of facilities and disbursement and re-payment of funds.

(8) “Loan ceiling” means the maximum amount of money that the department will loan to a single applicant.

(9) “Recipient” means a railroad or public utility company granted a loan under this chapter.

(10) “Relocation” means establishing an existing railroad or public utility facility in a new place.

(11) “Secretary” means the secretary of transportation.

(12) “State trunk highway” has the meaning given in s. 340.01 (60), Stats.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

Trans 30.03 Eligibility.

(1) STATE TRUNK OR CONNECTING HIGHWAY IMPROVEMENT PROJECT.

Only a railroad or a public utility is eligible for a loan under this chapter. An alteration or relocation project shall be part of a planned state trunk or connecting highway improvement project to qualify for a loan under this chapter.

(2) EXCLUSIONS.

(a) Alteration or relocation work which is reimbursable by the department under other policies or programs is not eligible for a loan under this chapter.

(b) Alteration or relocation projects not adversely affecting the ability of the department's highway contractor to start, progress, and complete a highway improvement in accordance with the programmed highway construction schedule are not eligible for a loan under this chapter.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

Trans 30.04 Application procedures.

(1) APPLICATION PACKET. Applicants may contact either the department's chief utilities engineer or the utilities engineer of a department district office for an application packet containing the application requirements and a description of the application screening, evaluation and loan availability process.

Note: The central office address is Chief Utilities Engineer, Wisconsin Department of Transportation, P.O. Box 7916, Madison, WI 53707.

(2) REVIEW PROCESS. Completed applications shall be sent for initial review and recommendation to the department's district office in which the alteration or relocation work is to take place. Applications shall be accepted by the department throughout the year. Applications will not be evaluated for eligibility unless all information required in the application packet is complete. The district office's review shall be completed within 45 days of the receipt of the application material and the district office's recommendation shall be reported to the applicant within 10 days following completion of the district office's review. Applications recommended for approval by the district office shall be forwarded to the department's state design engineer for highways within 10 days following completion of the district office's review. The department shall notify the applicant of its final decision within 30 days of receipt of the district office's recommendation by the state design engineer for highways.

(3) INFORMATION REQUIREMENTS.

(a) An application shall demonstrate an applicant's need to alter or relocate its facilities consistent with s. Trans 30.01, and include the following minimum information:

1. An acknowledgement that the applicant will comply with all federal and state laws and local ordinances relating to the alteration or relocation of its facilities.
2. A narrative description, supported by exhibits, plats, maps and an estimate of cost with man-hours, quantities, bill of materials and unit costs, of all work to be performed with the loan funds.
3. A statement indicating whether additional land interests are required to accomplish the alteration or relocation work. If additional land interests are required, the applicant shall provide plats, maps and descriptions of the required land interests, and shall indicate whether it will acquire the additional land interests or whether it will occupy lands acquired by the department for highway purposes.
4. A schedule, including specific calendar dates, for starting and completing the work, including dates for completion of significant intermediate phases of the work.

(b) The department may require supplemental information to complete its review of an application. The department shall notify an applicant in writing of any supplemental information required and shall set reasonable deadlines for the receipt of this information. If the supplemental information is not received by the deadlines established, the department may remove the application from consideration.

History: Cr. Register, January 1991, No. 421, eff. 2-1-91.

Trans 30.05 Standards for the approval of loans.

(1) CRITERIA. The department may approve applications that satisfy the following criteria:

- (a) The eligibility requirements of s. Trans 30.03.
- (b) The applicant has been in business in Wisconsin for a continuous period of not less than 5 years prior to the date of the loan application.
- (c) The loan request is for at least \$20,000 but not more than \$200,000.
- (d) A demonstration of the ability of the applicant to repay the loan within the time frame prescribed in s. Trans 30.09.
- (e) An applicant may not have a total of more than \$200,000 in loan funds outstanding under this program at one time.
- (f) Sufficient funds are available.

(2) COMPATIBILITY WITH IMPROVEMENT PROGRAM.

- (a) The department may not grant a loan unless it determines that an application is compatible with the department's highway improvement program construction schedules.
- (b) The department shall consider loan applications on the basis of state-wide needs and importance.
- (c) The department may not loan funds more than 2 years before, or within 90 days of, the scheduled letting of a highway construction contract.
- (d) The department may not loan funds to finance work to be carried out concurrent with highway construction.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

Trans 30.06 Loan agreement.

(1) An applicant with an approved loan application shall execute a loan agreement with the department on a form approved by the department.

(2) A loan agreement is void unless it is executed by an applicant and by the department within 60 days of approval of the loan application by the department.

(3) Recipients are subject to all relevant statutes, rules, and agreements of the department, including the obligation to obtain a permit from the department to occupy highway rights-of-way.

(4) The amount of loan provided by the department shall be stated in the loan agreement.

(5) Recipients shall make periodic progress reports to the department if required by the agreement.

(6) The department shall require repayment of loan funds advanced to a recipient if the railroad or public utility alteration or relocation project for which the loan funds are granted is not completed in accordance with all terms of the loan agreement.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

Trans 30.07 Disbursement of funds. After a loan agreement is executed in accordance with s. Trans 30.06, the department shall disburse the full amount of the approved loan to the recipient within 30 days of receipt of written notice from the recipient that the relocation or alteration work for which the loan was approved will commence within 30 days after receipt of the loan funds.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

Trans 30.08 Prosecution of work.

(1) Upon receipt of loan funds, the recipient shall carry out the alteration or relocation work for which the loan was approved to completion in a timely and expeditious manner in accordance with a schedule approved by the department.

(2) The recipient may not suspend or delay work without approval of the department.

(3) The department may not unreasonably withhold approval for suspension or delay of the recipient's work if there is just cause for the delay or suspension.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

Trans 30.09 Loan repayment.

(1) Loans may be repaid with or without interest, as prescribed in the loan agreement. The interest rate shall be as prescribed in s. 84.065 (3) (d), Stats.

Note: Principal and interest, if any, shall be repaid within one year of the date the highway construction improvement contract is awarded, s. 84.065 (3) (d), Stats.

(2) In the event alteration or relocation work for which the loan was approved is suspended or delayed for more than 90 days as approved under s. Trans 30.08, the recipient shall, upon the department's request, refund to the department the outstanding balance of any loan, plus interest as prescribed in s. 84.065 (3) (d), Stats.

(3) The recipient shall refund to the department the outstanding balance of any loan after completion of the alteration or relocation work for which the loan was approved, plus interest as prescribed in s. 84.065(3)(d), Stats.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

Trans 30.10 Inspection of work. The department may inspect the alteration or relocation work for which the loan was approved, without prior notice and at reasonable times, for compliance with the provisions of the loan application and the loan agreement.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

Trans 30.11 Audit and inspection of records. The department may audit and inspect the records of a recipient to ascertain that the costs for the alteration or relocation work for which the loan was approved are in substantial conformity with the approved loan application. Recipients shall retain all records related to a loan granted under this chapter for at least 3 years from the date the loan was repaid, and shall make these records available for inspection and copying by the department upon request.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

APPLICATION INSTRUCTIONS

RAILROAD AND UTILITIES ALTERATION AND RELOCATION LOAN PROGRAM

1. Read the attached Administrative Rule Trans. 30 to confirm eligibility.
2. Complete Application.
3. Complete Statement of Work/Estimate of Cost.
4. Submit all of the above in triplicate to the WisDOT office in which district the work will be performed along with a letter of transmittal signed by an officer of applicant and containing:
 - a. An acknowledgement that applicant will comply with all federal and state laws and local ordinances relating to the alteration or relocation of its facilities.
 - b. A statement indicating whether additional land interests are required to accomplish the alteration or relocation work. If additional land interests are required, provide plats, maps and descriptions of the required land interests, and indicate whether the applicant will acquire the additional land interests or whether it will occupy lands acquired by WisDOT. If applicant will acquire lands, indicate status of acquisition.
 - c. Statement indicating when the loan will be repaid.

RAILROAD/UTILITIES ALTERATION AND RELOCATION LOAN PROGRAM

APPLICATION

Application Date: _____ Name Of Railroad/Utility:

Mailing Address: _____ City, State, and Zip Code:

Street Address (If Different): _____ City, State, and Zip Code:

Railroad/Utility Contact Person(s):

Name: _____

Name: _____

Title: _____ Title: _____

Telephone No.: () _____

Telephone No.: () _____

Railroad Utility Person(s) Authorized To Execute The Agreement:

Name: _____

Name: _____

Title: _____ Title: _____

Telephone Number: () _____

Telephone Number: () _____

Applicant Is A (Check One):

___ PUBLIC UTILITY as defined in s. 196.01(5) or s. 196.01(8m) WISCONSIN STATUTES

___ RAILROAD as defined in s. 195.02(1) WISCONSIN STATUTES

AMOUNT OF LOAN REQUEST: \$ _____

Note: Minimum amount is \$20,000, maximum amount is \$200,000.

Related Highway Project I.D.: _____

Road: _____ Section: _____

Highway: _____ County: _____

WisDOT GUIDE TO UTILITY COORDINATION

Letting Date: _____

Benefits to WisDOT of performing alteration or relocation work in advance of awarding highway improvement project contract:

Date of Charter or Incorporation of Railroad/Utility: _____

Length of time applicant has done business in Wisconsin: _____

Other loans with WisDOT under this program: _____

Status of WisDOT Permit (if needed): _____

Construction Schedule

Estimated Date

Materials available: _____

Mobilization: _____

Begin Field Relocation: _____

Significant Construction Milestones (if any):

1 _____

2 _____

3 _____

Complete Field Relocation: _____

Final Project Accounting Complete: _____

Final Accounting Cost Data Furnished to WisDOT: _____

Estimate

Provide a narrative description of work to be performed with supporting exhibits, plats, and maps. Attach an estimate of project cost with labor classifications, materials, equipment, quantities and unit costs. (Similar to a compensable utility or railroad agreement).

Approved For Wisconsin Department of Transportation by:

Director of the Bureau of Highway Development Date: _____

RAILROAD AND PUBLIC UTILITY
ALTERATION AND RELOCATION LOAN AGREEMENT

BETWEEN

THE WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION INFRASTRUCTURE DEVELOPMENT

AND

_____ RAILROAD/PUBLIC UTILITY

ARTICLE 1

The parties to this contract are the Wisconsin Department of Transportation, Division of Transportation Infrastructure Development (WisDOT) and _____ Railroad/Public Utility.

ARTICLE 2

The requirements set forth in Wis. Stat. section 84.065, and Wis. Admin. Code chapter Trans 30, are incorporated in this contract.

ARTICLE 3

WisDOT shall lend the Railroad/Public Utility [\$\$\$\$\$]. WisDOT shall disburse the full amount to the Railroad/Public Utility within 30 days after WisDOT receives from the Railroad/Public Utility a written notice of intent to commence the alteration or relocation work identified in the attached loan application, as provided in Wis. Admin. Code section Trans 30.07.

ARTICLE 4

The Railroad/Public Utility shall commence work on the alteration or relocation project identified in the attached loan application within 30 days after receiving the funds paid by WisDOT under Article 3.

ARTICLE 5

The Railroad/Public Utility shall complete the alteration or relocation project by not later than _____.

ARTICLE 6

The Railroad/Public Utility shall provide WisDOT with periodic reports on the progress of the alteration or relocation project within 10 days of the following dates:

ARTICLE 7

WisDOT reserves the right to audit and inspect the records of the Railroad/Public Utility, as authorized in Wis. Admin. Code section Trans 30.11.

ARTICLE 8

WisDOT reserves the right to inspect the alteration or relocation project identified in the attached loan application without prior notice and at reasonable times, as authorized in Wis. Admin. Code section Trans 30.10.

ARTICLE 9

The Railroad/Public Utility shall immediately repay all of the funds identified in Article 3 if the alteration or relocation project is not completed in accordance with the terms of this agreement.

The Railroad/Public Utility may repay all of the funds identified in Article 3 without interest before the date on which the contract for the highway improvement project associated with the alteration or relocation project is awarded.

The Railroad/Public Utility shall repay all of the funds identified in Article 3, with interest as prescribed in Wis. Stat. section 84.065(3)(d), within one year after the highway improvement contract associated with the alteration or relocation project is awarded.

ARTICLE 10

WisDOT represents and warrants that it has the power and authority to enter into this Agreement under Wis. Stat. section 84.065.

ARTICLE 11

The Railroad/Public Utility shall save and hold WisDOT, its officers, employees and agents, harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, any act, omission or operation of the Railroad/Public Utility, its officers, employees or agents, its contractors, or its contractors' agents, servants, subcontractors or employees, or which arise out of or are connected with, or are claimed to arise out of or be connected with, any act, omission or operation which happens, or is alleged to have happened, in or about a place where such act, omission or operation is performed or should be performed or in the vicinity thereof (1) while a Railroad/Public Utility contractor or subcontractor is performing its work on the approved project, or (2) during the period this Agreement between WisDOT and the Railroad/Public Utility is in effect, or (3) while any of the Railroad/Public Utility's contractor's or subcontractor's property, equipment, or personnel, are in or about such place or the vicinity thereof by reason of or as a result of the performance of Railroad/Public Utility's contractor's or subcontractor's operations including, without limiting the applicability of the

following: all liabilities, damages, losses, claims, demands and actions on account of personal injury, death or property loss to WisDOT, its officers, employees, agents, contractors, subcontractors or frequenters, or to any other person or legal entity whether based upon, or claimed to be based upon, contract or tort or having its basis in worker's compensation under federal or state statutes or having any other code, or statutory basis, or based upon administrative laws or other provisions, or other liability of WisDOT, the Railroad/Public Utility, or any other persons, and whether or not caused or claimed to have been caused by the negligence, or other breach of duty by WisDOT, its officers, employees, agents, contractors, subcontractors or frequenters, the Railroad/Public Utility, its officers, employees, agents, contractors, subcontractors or frequenters, or any other person or legal entity. Without limiting the applicability of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against shall include all liability, damage, loss, claims, demands and actions for trade-mark, copyright or patent infringement, for unfair competition or infringement of any so-called "intangible" property right, for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatsoever. The Railroad/Public Utility shall cause its contractors to, at its or their own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claim, demand or action identified in this section.

ARTICLE 12

The WisDOT officials authorized to execute any changes in the terms, conditions, or amounts in the Agreement on behalf of WisDOT are the Secretary or Deputy Secretary of WisDOT or the Administrator of the Division of Transportation Infrastructure Development of WisDOT. The Railroad/Public Utility official authorized to execute any changes in the terms, conditions, or amounts herein on behalf of the Railroad/Public Utility is _____.

ARTICLE 13

This Agreement shall be binding upon and inure to the benefit of the parties to this contract and their respective successors and assigns. The Railroad/Public Utility's rights under this Agreement shall not, however, be assignable whether by way of assignment, sublease, license or otherwise, directly or indirectly, without WisDOT's prior written consent.

ARTICLE 14

If any term, covenant, condition or provision of this Agreement, or its application to any party or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 15

No term or provision of this Agreement or any of its attachments may be changed, waived, or terminated orally, but only by an instrument in writing signed by both parties to this Agreement.

ARTICLE 16

The parties to the Agreement shall be excused from the scheduled performance of their respective obligations under the Agreement occasioned by an event beyond their respective control (not due to their own fault, actions, or inactions), which shall include, without limitation: acts of God; strikes or other labor troubles; explosions, fires, vandalism, or malicious mischief; or other causes beyond the reasonable control of the parties. Such excuse shall remain, however, only so long as the event excusing performance shall continue and shall not excuse continued non-performance thereafter.

ARTICLE 17

(a) The Railroad/Public Utility agrees that facilities or equipment shall not be acquired, constructed, or improved as a part of this approved project unless such facilities or equipment are designed and equipped to limit water and air pollution in accordance with all applicable state and federal standards, statutes, and regulations.

(b) The Railroad/Public Utility agrees to conduct all aspects of the approved project in compliance with all the requirements of Section 114 of the Clean Air Act, 42 USC 7414, and of Section 308 of the Federal Water Pollution Control Act, 33 USC 1318, and of all applicable regulations issued under those Acts.

(c) The Railroad/Public Utility agrees that the environmental impact of the approved project has been assessed in accordance with the requirements of the Wisconsin Environmental Policy Act, Wis. Stat. section 1.11.

(d) The Railroad/Public Utility agrees to include, or cause to be included, the criteria and requirements contained in this section in any contract or subcontract under which any of the obligations incurred are to be paid from funds provided under this Agreement.

ARTICLE 18

(a) In connection with the performance of work under this Agreement, the Railroad/Public Utility agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, sexual orientation, or national origin. The Railroad/Public Utility agrees to take affirmative action to ensure equal employment opportunities, except with respect to sexual orientation. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. The Railroad/Public Utility agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by WisDOT setting forth the provisions of this nondiscrimination clause.

(b) Pursuant to Wis. Stat. section 16.765, the Railroad/Public Utility shall insert into all agreements entered into by it in connection with the approved project, and shall require its contractors to insert in each of their subcontracts, the provision in paragraph (a), except that the word "Railroad/Public Utility" shall be stricken and replaced by the word "contractor" and the word "WisDOT" shall be stricken and replaced by "Railroad/Public Utility."

(c) The Railroad/Public Utility shall comply with the following laws, policies, regulations, and pertinent directions as may be applicable and will require its contractors and subcontractors through contractual agreement to similarly comply:

- 1) Title VI of the Civil Rights Act of 1964, 78 Statute. 252, 42 U.S.C. 2000d et seq.
- 2) Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq.
- 3) Subchapter II of Wis. Statute Chapter 111.

ARTICLE 19

(a) The Railroad/Public Utility assures WisDOT that funds received under this Agreement will be used solely for the purposes for which the assistance is granted and in conformance with any limitations on any allowable expenditures set forth under the federal or state laws applicable to the funds granted.

(b) The Railroad/Public Utility accepts all attendant responsibilities and liabilities associated with its use of WisDOT grant funds including, if applicable, liability for accidents and responsibility for erection and maintenance of fencing and other safety and protective devices.

ARTICLE 20

This Agreement and its attachments contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.

ARTICLE 21

This agreement is void unless it is executed by the parties within 60 days of WisDOT's approval of the Railroad/Public Utility's loan application.

ARTICLE 22

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

RAILROAD/PUBLIC UTILITY

TITLE

DATE

WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION INFRASTRUCTURE DEVELOPMENT

DIVISION ADMINISTRATOR

DATE

GOVERNOR

DATE

Wisconsin Department of Transportation_____

May 15, 2001

Sam Grandys
Rock River Telephone Company
1234 Fort Wayne Drive
Barnes, WI 54873

Dear Mr. Grandys:

I am pleased to inform you that your company's loan application pursuant to s. 84.065 and Trans. 30 has been approved.

Enclosed is a loan agreement form that must be signed by your company and returned to WisDOT within 30 days of the date of this letter.

After our Central Office executes the loan agreement, the department will disburse the full amount of the approved loan within 30 days of receipt of written notice from your company that the utility relocation work will commence within 30 days after receipt of the loan funds.

The repayment of the loan will be as specified in the loan agreement. The associated highway improvement project (5225-02-71) is scheduled to be let on March 10, 2003.

If you have any question regarding the loan agreement please contact me.

Sincerely,

Patrick Robert Fasick
District Utility Coordinator
(608) 266-3438

UTILITY LOAN APPLICATION TRACKING LOG

TASK	DATE	DATE COMPLETE
<p>Application received (District review 45 days)</p> <p>District submits to Design Services (Ernie Peterson) for review (District submits within 10 Days of completed review).</p> <p>Design Services Section reviews, then sends to Director of BHD for approval/denial (30 days)</p> <p>Design Services notifies District, District sends a Letter to utility, includes Utility Loan Agreement.</p> <p>Utility signs agreement, returns to District. District Forwards to Design Services Section for signature of Director of BHD. (Must be executed within 60 days of approval of loan application).</p> <p>BHD returns Agreement to District. District send signed agreement to utility, includes letter re: disbursement of funds procedure.</p> <p>Utility notifies department when ready to start work within 30 days after utility gets loan funds.</p> <p>Department disburses full amount of loan (within 30 days of written notice).</p> <p>Work complete.</p> <p>Loan repayment/File closed</p>		

Chapter 24

STATE HIGHWAY REHABILITATION-MAINTENANCE PROJECTS

GENERAL

State Highway Rehabilitation-Maintenance (SHRM) projects are described in the State Highway Maintenance Manual (MM) [Policy 13.02](#) and the Facilities Development Manual (FDM) [Procedure 3-1-5](#). Both of these documents state,

“SHRM projects span the gap between routine maintenance and improvement projects. Their primary focus is to preserve and maintain existing roadways and structures. They are not intended to upgrade or improve highway facilities.”

The MM goes on to say, *“For this reason, structural and/or safety enhancements would not typically be expected; however, it is permissible to include them when it can be done easily and inexpensively. Examples of safety enhancements are: milling to correct cross slopes, installing new or replacement guardrail, improving intersections by adding tapers and turn lanes and increasing radii, revising superelevations, and paving shoulders.”*

The level of utility coordination required for a SHRM project depends on the type of construction work involved. The designer should think about what the contractor needs to know, what impact the project will have on existing utility facilities, and what design information is available to provide to the utilities, when determining the level of coordination effort required. The utility coordination for SHRM projects may involve a field meeting with utility company personnel at the project site to discuss what work will be done.

TRANS 220

Trans. 220 applies to *“state trunk highway improvement projects which have utility facilities located on them”*. The definition of highway improvement projects is given in [Figure 1-18](#), which states *““highway improvement” includes **construction, reconstruction and the activities, operations and processes incidental to building, fabricating or bettering a highway, public mass transportation system or street, but not maintenance.**”* Any work that does not fit this definition is not required to follow the Trans. 220 utility coordination process. It is important to note that “bettering a highway” is not considered maintenance.

Some SHRM projects will be Trans. 220 projects and some will not be Trans. 220 projects. It all depends on the nature of the work involved.

The designer still has to do a good job of utility coordination even if Trans. 220 does not apply, but the level of coordination activities required would generally be less than that required of Trans. 220 projects. Utility company workers do not want to be bothered by senseless time-consuming paperwork that does not serve a good purpose, but fulfills a bureaucratic requirement. As noted above, consider the level of utility coordination

needed to get the construction work accomplished with no conflicts or delays during construction.

IF NO GROUND IS BROKEN

If no ground will be broken, utility coordination can be very minimal. A list of utilities thought to have facilities in the area should be placed on the plan sheets and in the special provisions. This list can be developed from utility service territory maps and utility permit records.

A sample special provision for this type of project:

Utilities. This project does not come under the provisions of Administrative Rule TRANS 220. No utility conflicts are anticipated. The following utility companies have facilities in the project area:

Wisconsin Electric Company

Ameritech

Warner Cable

Projects that have beam guard are considered projects that break ground.

Repairing beam guard is considered a maintenance activity and not subject to Trans. 220. Placement of new beam guard, or upgrading of existing beam guard would be a Trans. 220 project.

BRIDGE WORK

On projects that involve bridge construction or repair, **LOOK UP!** Utility facilities may not require relocation to accommodate the final product, but in order to do the work, it might be necessary to relocate overhead or underground wires. Is it possible to build the project with the wires in place? If so, there is no problem, but the fact that the wires will not be relocated should be specified in the special provisions. In this scenario, a contractor that prefers to place the crane in a location that conflicts with the wires does so at his own cost. The contractor will have to pay any temporary relocation costs that might be needed to swing the crane. Contractor preference is not a reason to force utility companies to relocate their facilities without compensation.

Bridge projects can require a lot of utility coordination if utility facilities are attached to the bridge. These types of projects should follow Trans. 220 utility coordination practices. If utility facilities need to be temporarily relocated, or protected during construction activities, good communication between the designer and the utility is required. The special provisions should reflect whatever arrangements are necessary to accommodate the work.

If there are no utilities attached to the bridge, and there are no overhead or underground wires near the bridge, these projects can be treated like projects where no ground is broken as in the section above. Simply state that there are no anticipated conflicts and list the known utilities in the area.

IF GROUND IS BROKEN

Generally if any ground is broken, there is a potential for utility conflicts unless the designer is 100% sure that there are no utility facilities in the area. A request for utility locates (a call to Diggers Hotline and any utility companies known to service the area

that are not members of Diggers Hotline) is required to verify that there are no utilities in the project area. The District Utility Coordinator should be able to provide a list of

utilities servicing the area by consulting their service territory maps for utility companies and the Utility Permit database. Once the project area is found to be free of utility facilities, the project can be treated as a project where no ground is broken, except that the special provisions should contain the following statements:

The following utilities have facilities that service the project area; however, no adjustments are anticipated: Alliant Energy Company; Madison Gas & Electric Company; Verizon Inc.; and TCI Cablevision.

The contractor shall have all buried utilities field located prior to the start of construction.

When there are utility facilities in the project area and ground is being broken the utility must be notified of the project and consulted, at some point, as to what coordination will be required during construction.

If the designer has cross sections or detail information on the work that is being done, that should be sent to the utility during the design stage. The utility should be asked to review the information provided and develop a work plan to address any conflicts with their facilities. This implies that the designer can provide sufficient information for the utility to identify any conflicts with their facilities.

If there are no cross sections and the only information that is available is a line diagram showing work locations, the utility will not be able to determine where they might have conflicts. Sometimes a field meeting will help this situation. If the designer can adequately describe in the field what work is being done, and work with the utility to determine any potential conflicts, a work plan can be developed to resolve the conflicts. The details of this work plan should be placed in the special provisions if there is any work that must be coordinated during construction.

In some cases, the plan is so sketchy and the work limits so ill defined that it is not possible to resolve conflicts prior to construction. In this case, it will be the contractor's responsibility to work with the utilities during construction to resolve any conflicts. This must be spelled out clearly in the special provisions. A sample special provision is given below:

The contractor shall have the utilities field located prior to beginning any work. The nature of this work prohibited resolving any utility conflicts prior to construction activities. The contractor is responsible for coordinating any utility relocation or adjustment that may be necessary to accomplish the work of this project. The utility companies involved are:

Sites 1,2, and 3 - Alliant Energy, Verizon, Charter Communications

Sites 4 and 5 - Alliant Energy, Ameritech, Wisconsin Gas

Sites 6, 7, 8 and 9 - Wisconsin Electric, Midwest Telephone

etc."

NOTE – If you know that all the utilities are members of Diggers Hotline, instead of “*The utility companies involved are:*”, the following sentence may be used: “*All of the utility companies with facilities in the project work areas are members of Diggers Hotline.*”

Chapter 25

RAILROAD UTILITY COORDINATION

GENERAL

Coordinating with a railroad company should be done with the assistance of the District Railroad Coordinator. This chapter offers some information that might be useful if you have a railroad on your project. This chapter does not replace the need for involvement by the District Railroad Coordinator; it is merely a place for railroad information that may be of value to a designer or utility coordinator.

Most railroads are not members of Diggers Hotline and as such they must be contacted separately regarding locating issues. In addition to railroad-related facilities such as buried signal wires; many railroads have entered the right of way marketplace for longitudinal installations of fiber optic cable, electrical transmission lines and other facilities. There are numerous long distance fiber optic cables and other facilities in Wisconsin located on railroad right of way.

Since the railroads are not members of Diggers Hotline, the contact information for each railroad's "Call Before You Dig!" service should be included on the General Notes page of the highway plan and in the special provisions of the highway contract. Contact the District Railroad Coordinator to verify the current contact information.

Utility coordination must include fiber optic lines that may be located along any railroad. For the Union Pacific Railroad Company, The Burlington Northern and Santa Fe Railway Company or Soo Line Railroad Company (d/b/a Canadian Pacific Railway), **specific language must be placed in the "Utilities" article of the Special Provisions**. See the "Designer Notes" in STSP 107-020 or STSP 107-025 for the required wording. Other railroad companies do not have specific one-call fiber optic offices and the contact person may vary from project to project, however similar fiber optic coordination language referencing Diggers Hotline should be included when necessary.

[Figure 25-1](#) is a list of **railroad contact people**. [Figure 25-2](#) is a list of **railroad emergency contact numbers**.

For **information on surveying on railroad property**, see Facilities Development Manual [Procedure 9-10-6](#).

Old **railroad right of way** maps have been scanned and are available on CD's. The CDs are also available on the LAN at "**mad00fp4\N4Public\brh\OCR plats\Z-PDF-Railroads**". There you will find 4 CDs. Open one of the CDs and view the table of contents to determine if that is the one you are looking for. The table of contents has links to the maps. The maps are not current and actual railroad ownership may be different than what is shown on the maps.

Administrative Rule PSC 132, "Compensation and Conditions for Public Utility Facilities within Railroad Right-of-way", should be consulted for information on placing utility facilities on railroad lands. Please note that PSC 132.03(1)(a) states, *"Unless otherwise agreed to by the parties and subject to sub. (2), a public utility which locates its facilities within the right-of-way of a railroad shall compensate the railroad \$500 for each crossing."*

The District Railroad Coordinator and the Railroad Coordination Handbook should be consulted for additional guidance on placing utility facilities and highway appurtenances above, below, or near railroad tracks or railroad property.

ROSTER OF RAILROAD OFFICIALS

1. Amtrak/National. Railroad Passenger Corp. (NRPC Emergency) 1-800-424-0217

Wick Leatherwood **Insurance** 202-383-3770

Jim Barber

Director, Intergovernmental Affairs

400 N. Capitol St. N W

Washington, D.C. 20001

Cheryle Jackson

Director, Communications

312-880-5337

FAX 312-880-5167

Intercity Rail Service

210 S. Canal Street, Room 544

Chicago, IL 60606

Steve McClarty, General Manager

Chicago Hub Product Line

210 S. Canal Street, Room 450

Chicago, IL 60606

312-880-5217

FAX 312-880-5176

Larry Allen

Service Manager

Intercity Rail Service

433 West St. Paul Avenue, Room 112

Milwaukee, WI 53203-3097

414-271-9470

FAX 414-271-1446

2. The Burlington Northern and Santa Fe Railway Co. Emergency 1-800-832-5452

Spencer Arndt, Assistant Director of Public Projects 763-782-3478

80 - 44th Avenue NE

FAX 763-782-3061

Minneapolis, MN 55421

CELLULAR 612-578-1386

Cheryl Townlian – Mgr Public Projects, (WisDOT Districts 1,5,6) 417-829-4954

3253 E. Chestnut

FAX 417-829-4998

Springfield, MO 65802

CELL 417-848-7035

Roger Schwinghammer

Staubach Global Services

4105 Lexington Ave, Suite 200

Arden Hills, MN 55126

651-415-2710

FAX 651-481-9361

E-mail roger_schwinghammer@staubach.com

Brian J. Sweeny, Director Government Affairs

325 Cedar St.

St. Paul, MN 55101

651-298-2458

FAX 651-298-7352

Insurance: The Burlington Northern and Santa Fe Railway Company, 4501 Kansas Ave,
Kansas City KS, 66106, Attn: Maintenance Field Support – Insurance Approvals

“Call Before You Dig”

1-800-533-2891 (RR owned signal lines only)

3. Canadian National Railway Company Owner of WCL, FVW & SSM Br. Co

Agreements use individual railroad name

Mike J. Barron, Jr 312-755-7954

Counsel, Legal, Department, CN/IC

456 North Cityfront Plaza Drive

Chicago, IL 60611-5317

DWP District

Emergency 218-726-9288

Chuck Vanderscheuren, Trans Supv 218-726-9207

3192 S. Pokegama Rd FAX 218-726-9228

Superior, WI 54880

Wisconsin Central Ltd. (Owned by Canadian National) 847-318-4600

Emergency & Signal Malfunction 1-800-616-3432 or 715-345-2461

T. Eugene Timm – Real Estate 847-318-4646

One O'Hare Center

6250 North River Road FAX 847-318-4613

P. O. Box 5062

Rosemont, IL 60017-5062

Greg Davis 847-318-4661

Greg Guthrie, Division Engineer 715-345-2501

Terry Lee, P.E. Eng. Planning **Insurance** 715-345-2503

FAX 715-345-2507

Gary Turzinski, DISPATCHER 715-345-2461

Jerry Sernau, Flagging, licenses, utility crossing 715-345-2511

1625 Depot Street FAX 715-345-2507

Stevens Point, WI 54481

Jack Palach, Crossing Signals Cell 715-572-7821 715-345-2521

John Rath, Train Control Signals 715-345-2520

3000 Minnesota Ave.

Stevens Point, WI 54481

Kevin Soucie, Political Advisor 414-817-1442

Curt Holman – Structures 920-926-6380

W6361 Northwestern Avenue Cell 920-579-6180

Fond du Lac WI 54937

Linda Block 847-318-4715

Signal Problems 1-800-616-3432

“Call Before You Dig” Jill Hamilton 1-715-345-2524 (RR owned signal lines only)

Fox Valley & Western Ltd. Owned by CN

Emergency & Signals Malfunction

1-800-616-3432 or 1-715-345-2461

Same contacts as Wisconsin Central Ltd.

Sault Ste. Marie Bridge Co SSM Owned by CN

Emergency & Signals Malfunction

1-800-616-3432 or 1-715-345-2461

Same contacts as Wisconsin Central Ltd.

4. Canadian Pacific Railway Company

1-800-716-9132

Emergency

1-800-766-4357

Agreements use Soo Line Railroad Company

Soo Line Bldg,
501 Marquette Ave South, 55402
P.O. Box 530, 55440
Minneapolis, MN

Gary Mentjes /Suite 635

612-347-8164

Manager, Tech Services

FAX 612-347-8243

Jim Thomas, Manager, Signals & Communications

Mary Steely, Signals

612-347-8462

Jim Krieger – Engr. Public Works

Insurance

612-337-7681

FAX 612-347-8243

John Nail, Director Real Estate

612-347-8254

David Drach, Mgr, R/E

612-347-8013

Craig Pearson, R/E

612-347-8116

John Bergene, Asst Dir Public Affairs

612-347-8209

Public Affairs

FAX 612-347-8350

“Call Before You Dig” 1-888-625-8702 (RR owned fiber optic & signal lines only)

5. Duluth, Missabe and Iron Range Railway Company

Emergency

218-628-4785

Dave Moore, Chief Engineer

218-628-4101

Duluth, Missabe and Iron Range Railway Co.

Proctor, MN 55810

P.D. Stephenson, General Manager and Chief Operating Officer

218-723-2171

Duluth, Missabe and Iron Range Railway Company

500 Missabe Building

Duluth, MN 55802

Tim Luhm Signal Estimate

218-628-4105

James Rohweder, Mgr, Operations

218-628-4248

6. East Troy Electric Railroad

Emergency

262-542-5573

Paul J. Averdung, President

262-642-3263

2002 Church St

East Troy, WI 53120

7. Escanaba and Lake Superior Railroad Company

Emergency

906-542-3214

J. C. Larkin, President

906-786-0693

Escanaba and Lake Superior Railroad Co

FAX 906-786-8012

125 South 1st Street

Wells, MI 49894

Tom Klimek, Dir-Marketing, Customer Services

920-435-8006

Green Bay Operations

FAX 920-435-6281

Escanaba and Lake Superior Railroad Company

P. O. Box 85, 529 S. Jefferson St, Suite 108

Green Bay, WI 54305

FAX 920-435-6281

Robert Cook, Signal Maintainer

906-774-9684

N4129 County Road 607

Iron Mountain, MI49801

Jim Beaudry, Track Supervisor

906-542-3214

610 Railroad Street

Cell 906-630-6083

Channing, MI

Signal Problems

906-542-3214 – After Hours – 906-774-9684

8. Iowa, Chicago & Eastern Railroad Corporation

Emergency

1-800-339-1080

Steven O. Scharnweber, Vice President – Engineering

Beth Lynn, Office Engineer (insurance/crossing & structure agreements) 605-697-2400

IC&E Railroad Corporation

P.O. Box 178

337 22nd Ave

Brookings, SD 57006

Dean Holloway, Director of Maintenance

563-441-5913

2435 E Kimberly Rd, Suite 45

Fax 563-441-7558

Bettendorf, IA 52722

Signal Problems

1-800-339-1080

9. Mid-Continent Rwy. Historical Society, Inc. Emergency

608-522-4261

Forrest Van Schwarz, General Manager

608-22-4621

P.O. Box 55

North Freedom, WI 53951

Signal Problems

1-800-472-4465

10. Tomahawk Railway Limited Partnership

Emergency

1-715-453-2303

1-715-453-3822 After hours

Susan Klinger, Asst. General Manager

715-453-2303

P.O. Box 130, South Marinette Street

Tomahawk, WI 54487

11. Union Pacific Railroad Company

Emergency

1-888-877-7267

Roger Gilbertson, Mgr Industry/Public Projects
206 Eaton St
St. Paul, MN 55107

651-552-3941
FAX 651-552-3957

David Peterson, Sr. Mgr. Ind. & Public Projects
1416 Dodge St. Rm. 940
Omaha, NE 68179-1000

402-271-5891
FAX 402-271-4461

Mike Payette, ASST VP
Government Affairs - Central Region
101 North Wacker Drive, Suite 1920
Chicago, IL 60606

312-777-2000
FAX 312-777-2020

Mack H. Shumate, Jr., Attorney
Union Pacific Railroad
101 North Wacker Drive, Suite 1920
Chicago, IL 60606

312-777-2055
FAX 312-777-2065

Insurance:

Judi Scott, Insurance Asst
Union Pacific Railroad Company
Room 820
1416 Dodge St
Omaha, NE 68179

402-271-2215
FAX 402-271-5610

**“Call Before You Dig”
Signal Problems**

**1-800-336-9193 (All Fiber Optic Lines)
1-800-848-8715**

12. Wisconsin Great Northern

Greg Vreeland, General Manager
PO Box 46
Spooner, WI 54801

715-635-3200
FAX 715-635-3202

13. Wisconsin and Southern Railroad Company

Emergency

414-438-8837 After Hours 414-690-9850

William Gardner, President
5300 N. 33rd Street
Milwaukee, WI 53209-9229

414-438-8820
FAX 414-438-8826

Insurance: Tim Karp

414-438-8820

Ben Meighan, Superintendent of Maintenance
Wisconsin and Southern Railroad Co
1890 E. Johnson St
Madison, WI 53704
Dispatcher

608-243-9129
FAX 608-243-9225

Cell 414-750-6405
414-438-8838 ext. 223

Signal Problems

1-800-472-4465

MISCELLANEOUS

Office of the Commissioner of Railroads (OCR)

610 North Whitney Way		608-266-7607
P. O. Box 8968	FAX	608-261-8220
Madison, WI 53708-8968		
Rodney Kreunen, Commissioner		608-266-3182

Doug Wood Hearing Examiner		608-266-9536
Tom Running		608-266-7607
Connie Leonard		608-261-8221

CMC Real Estate Corporation

Suite 1510		312-294-0468
547 W. Jackson Blvd.		
Chicago, IL 60606-6205		

FRA

Federal Railroad Administration Region 4		312-353-6203
200 West Adams Street, Suite 310	Fax	312-886-9634
Chicago, IL 60606		

Wisconsin Railroad Assn

Bill Gerard		608-258-3700
44 E. Mifflin Suite 102		
Madison, WI 53703		

Railroad Emergency Contact Numbers

Burlington Northern Santa Fe

1-800-832-5452

Canadian Pacific Railway

1-800-766-4357 or

1-800-716-9132

Duluth, Missabe & Iron Range Railway

1-218-628-4785

Duluth, Winnipeg & Pacific (Canadian National)

1-218-726-9288

East Troy Railroad

1-262-542-5573

Escanaba & Lake Superior Railroad

1-906-542-3214 Emergency & Signal Problems

1-906-774-9684 After hours

Iowa, Chicago & Eastern Railroad Corporation

1-800-339-1080

Mid Continent Railroad

1-800-472-4465 Signal Problems

1-608-522-4261 Emergency

Tomahawk Railway

1-715-453-2303

1-715-453-3822

1-715-453-8358 After hours

Union Pacific Railroad

1-800-848-8715 Signal Problems

1-888-877-7267 Emergency

Wisconsin Central Ltd./Fox Valley & Western Ltd./Sault Ste. Marie Bridge Co. (Canadian National)

1-800-616-3432

Wisconsin & Southern Railroad

1-414-438-8837 Emergency

1-414-690-9850 After hours

1-800-472-4465 Signal problems

Chapter 26

GLOSSARY

AGREEMENT: A written instrument, executed by two or more parties in which the parties agree to do or not do certain things.

APPRAISAL: A careful study to estimate the value of a piece of property performed by a person with no interest in the property.

AUDIT: The examination of records and documents and securing of the evidence for the purpose of determining whether the amount billed for an agreed upon transaction accurately reflects the amounts recorded in the accounts.

AUDIT TYPE CONTRACT: A contract that allows the State to review the Utility Company records after completion of work to confirm that the charges being billed were actually incurred by the utility. Under this type of contract the utility is normally paid the actual cost to make the adjustments or relocations, unlike a lump sum whereby the utility is paid a pre-determined amount based on the estimate.

BETTERMENT: Any improvement in the new facility that did not exist in the facility being adjusted, relocated or replaced. Betterment may be further classified for specific application as either:

- (a) Essential betterment that is inherent in or necessitated by the requirements of the highway project.
- (b) Non-essential betterment that is not necessitated or required by the scope of the highway project.

BETTERMENT CREDIT: A credit against the out of pocket cost of the job representing the additional cost of a non-essential improvement in the new facility. See (Betterment)

BILLING: A formal claim for reimbursement generally consisting of a readily understandable statement of charges for goods provided and services rendered.

CHANGE ORDER: A written order to the Company ordering a change in the work from that shown on the plans, estimates and specifications as originally approved. When the change order is signed and executed by the Company and the State it constitutes an authorized modification of the contract.

COST OF REMOVAL: The cost of demolishing, dismantling, removing, or otherwise disposing of Company property and the cleaning up required to leave the site in a neat and presentable condition.

COST OF SALVAGE: The amount expended to restore salvaged Company property to usable condition after its removal.

DEPRECIATION: Estimated loss in service life of fixed assets attributable to wear and tear through use and lapse of time, obsolescence, inadequacy or other physical or functional cause.

FORCE ACCOUNT: The employment of the Company's own working forces to accomplish the agreed upon work as opposed to the use of contract forces.

LUMP SUM CONTRACT: A contract in which a utility is paid the agreed to amount based on an estimate even though the actual cost of the utility relocations may be somewhat higher or lower than the estimate.

PARTICIPATION: The use of public funds for the reimbursement of all or part of the cost of utility work necessary to accommodate highway construction.

PLANT LOSS: The net unrelieved portion of the utility facility's original cost calculated as follows: (Plant loss = Original Cost + Cost of Removal less Salvage and Accrued Depreciation. Note: Plant loss only applies when as the result of an acquisition of utility lands an existing useable facility (and its function) is removed and not replaced.

REPLACEMENT FACILITY: A facility replacing the function of the existing facility rather than a replica facility.

SALVAGE CREDIT: A credit against the out of pocket cost of the job representing the value of material recovered from the old facility being adjusted.

SALVAGE VALUE: The amount received for the utility property removed, if sold, or if retained for re-use, the amount at which the material recovered is charged to the materials and supplies account.

SCRAP: Material recovered from a facility which is in too poor a condition for re-use, and which is only valuable as a raw material for reprocessing.

SERVICE LIFE: The anticipated period of usefulness of a unit of property to its owner. The period during which depreciation is expected to accrue.

TRANS 220: Administrative Rule TRANS 220, A policy set forth in Chapter 84.063 of the Wisconsin Statutes requiring special action by the State, the Utility Companies and the Highway Contractor for projects let to contract on the State Trunk Highway System.

USED LIFE CREDIT: The amount accumulated in the utility's depreciation reserve which represents the used up or worn out portion of a facility's expected service life.